

BOARD OF SUPERVISORS

Brown County



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EXECUTIVE COMMITTEE

Tom Lund, Chairman, Patrick Moynihan, Jr., Vice-Chairman
Patrick Buckley, Bernie Erickson, Erik Hoyer,
Tom Sieber, John Van Dyck

EXECUTIVE COMMITTEE

Monday, January 6, 2020

5:30 p.m.

Room 200, Northern Building
305 E. Walnut St., Green Bay, WI

NOTICE IS HEREBY GIVEN THAT THE COMMITTEE MAY TAKE ACTION
ON ANY ITEM ON THE AGENDA.

- I. Call meeting to order.
- II. Approve/modify Agenda.
- III. Approve/modify Minutes of December 9, 2019.

Comments from the Public

1. Review Minutes of:
 - a. Benefits Advisory Committee (September 12 & October 3, 2019).

Legal Bills

2. Review and Possible Action on Legal Bills to be paid.

Communications

3. Communication from Supervisor Tran: To have all standing committees use the public comment form for public comments. *Referred from December County Board.*
4. Communication from Supervisor Tran: To have all standing committees meet in the Northern Building for all meetings starting in January (exception can be made for field trips). *Referred from December County Board.*
5. Communication from Supervisor Deslauriers: For referral to the Executive Committee to consider the below (attached) Resolution to declare Brown County a Second Amendment Sanctuary County. *Referred from December County Board.*
6. Communication from Supervisor Erickson: Direct Corporation Counsel to look into starting a class action suit regarding vaping and youth vaping. If this moves forward we should look to include additional Wisconsin Counties to become involved. *Referred from December County Board.*

Internal Auditor

7. Board of Supervisors Budget Status Report (Unaudited) – November 30, 2019.
8. 2019 Status Update: December 1 – December 31, 2019.
9. 2019 Audit Plan (Status Update).

Corporation Counsel

10. Oral Report.

Resolutions, Ordinances

11. Resolution to Approve Electric Line Easement Regarding the Fox River State Trail.
12. Resolution to Approve State Trail Connector Easement.

Executive Committee – January 6, 2020

13. 'Sense of the Board' Resolution Supporting Passage of 2019 Senate Bill 460 and 2019 Assembly Bill 513 to Create an Independent Prosecutor Board.
14. Ordinance to Create Chapter 15 of the Brown County Code of Ordinances Entitled "Redistricting Procedure".

Department of Administration & Human Resources

15. Director of Administration Report.
16. Human Resources Report.

County Executive - No report.

Other

17. Audit of the bills.
18. Such other matters as authorized by law.
19. Adjourn.

Tom Lund, Chair

Notice is hereby given that action by the Committee may be taken on any of the items, which are described or listed in this agenda. The Committee at their discretion may suspend the rules to allow comments from the public during the meeting. Please take notice that it is possible additional members of the Board of Supervisors may attend this meeting, resulting in a majority or quorum of the Board of Supervisors. This may constitute a meeting of the Board of Supervisors for purposes of discussion and information gathering relative to this agenda.

PROCEEDINGS OF THE BROWN COUNTY
EXECUTIVE COMMITTEE

Pursuant to Section 19.84 Wis. Stats., a regular meeting of the Brown County Executive Committee was held on Monday, December 9, 2019 in Room 200 of the Northern Building, 305 E. Walnut Street, Green Bay, WI. (NOTE: THE BELOW MINUTES CONTAIN BOTH VERBATIM AND SUMMARY MINUTES. SUMMARY MINUTES ARE BEING PROVIDED AT THE DIRECTION OF CORPORATION COUNSEL AS VERBATIM MINUTES WERE LOST DUE TO A COMPUTER ERROR).

Present: Chair Lund, Supervisor Sieber, Supervisor Van Dyck, Supervisor Buckley, Supervisor Moynihan
Excused: Supervisor Hoyer, Supervisor Erickson
Also Present: Corporation Counsel David Hemery, Supervisors Landwehr, Tran, Brusky, Deslauries and Borchardt, Director of Administration Chad Weininger, Internal Auditor Dan Process, District Attorney David Lasee, Deputy Executive Jeff Flynt, Public Works Director Paul Fontecchio, Sheriff Todd Delain, other interested parties.

I. Call meeting to order.

The meeting was called to order by Chair Tom Lund at 5:30 pm

II. Approve/modify agenda.

Motion made by Supervisor Sieber, seconded by Supervisor Moynihan to take Item 7 following Item 2. Vote taken. **MOTION CARRIED UNANIMOUSLY**

III. Approve/modify Minutes of October 28, 2019.

Motion made by Supervisor Moynihan, seconded by Supervisor Sieber to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY**

Comments from the Public

Mark Berndt, 1044 Wrightstown Road, De Pere, WI 54115: I am here in regard to Item #2 on the agenda. I believe that government needs to be open, accessible and transparent. It needs to be held accountable to the people who vote, the officials in office and there is a need for openness where there is no veil of secrecy. I believe that written procedures and written checks and balances need to be open and shared and easily followed for us, and the people to be maintained. I encourage the Committee to turn around and advance this item and with it, pure guidance with written checks and balances to the full Board for approval.

Anneliese Waggoner, 121 Green Avenue, Allouez, WI 54301: I am here to speak on behalf of the League of Women Voters of greater Green Bay. The League of Women Voters supports a report that you're going to accept tonight and we hope very much that you will move it on to the full County Board. We ask you to support making an independent citizen Committee to draft a map of the County Board Supervisory Districts for approval of the County Board in 2021, following the census in 2020. We just strongly urge you to move this along to the full County Board. Thank you.

Supervisor Deslauriers read a letter on behalf of Ann Shibler, 6994 Bunker Hill Road, Greenleaf, WI 54126, a copy of which is attached.

1. Review Minutes of:

- a. Citizens Redistricting Advisory Subcommittee (October 29, 2019).

111

Motion made by Supervisor Sieber, seconded by Supervisor Moynihan to receive and place on file.
Vote taken. MOTION CARRIED UNANIMOUSLY

Legal Bills

2. Review and Possible Action on Legal Bills to be paid.

Motion made by Supervisor Moynihan, seconded by Supervisor Sieber to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

**Although shown in the proper format here, Item #7 was taken after Item #2*

Communications

3. Communication from Supervisor Deslauriers re: Pertaining to Brown County Open Records. Because the 2009 Records Retention 'Schedule A' in Brown County Ordinances does not specifically itemize if or how modern forms of communication are saved, I am requesting that Corporation Counsel draft a summary document that will specifically state how Brown County captures and retains emails, text messages, phone call records, videos, and meeting recordings. I am requesting that this summary be presented at the County Board Meeting and be published on the Brown County website.

Please include links to any policies that obligate employees and elected officials to use County owned infrastructure and devices, how open record requests are handled when County infrastructure or devices are not used for official business, and clarification on how the County captures and safeguards records that are deleted by the participant prior to the time frame specified by the records retention 'Schedule A'.
Action at August Executive Cmte: To refer to Corporation Counsel for review and recommendation and bring back results at the regularly scheduled October Executive Committee meeting. Action at October Executive Cmte: To hold until the December Executive Committee meeting.

Motion made by Supervisor Sieber, seconded by Supervisor Moynihan to suspend the rules and open the floor to allow public comments. Vote taken. MOTION CARRIED UNANIMOUSLY.

Linda Clemedtson, Town of Wrightstown: I have come because of the importance of transparency and not just at the federal level, but all levels of government coming down to the local level. An important part of transparency is open records and open records requests that are available to people like me, residents, citizens, tax payers, and people of Brown County. I am pretty active in my community and recently one of the issues I think you are familiar with is the digester in the Town of Wrightstown. There were a lot of us that wanted to know what was going on and transparency, that was important to us and there were open record requests at several levels, including county. Personally I did an open record request at the town level. I did receive a response in a timely manner, unlike some other people. I was quite unimpressed with the information I received. Basically it was a few emails from a lawyer and some meeting notes from the lawyer and pretty much all of the majority had. I know that the county will be involved in important ways with the digester in the future and who knows if other ways will come up, other issues I am sure will come up with the county. Therefore I was concerned, so I talked to Supervisor Deslauriers about the digester and also about the transparency and all of the ways of tax. I expected maybe phone records, text, audio, video, Facebook – who knows where it is going to go in the future. We want transparency and I was concerned so I talked to him and he thought there is a need for updating quite often guidelines for officials so that they know how to retain and safeguard their information and that they follow through on that and they take that seriously because it is very important for the residents to be able to have this open records request. That is why I came tonight and thank you for allowing me to speak.

Motion made by Supervisor Sieber, seconded by Supervisor Moynihan return to regular order of business.
Vote taken. MOTION CARRIED UNANIMOUSLY.

Corporation Counsel David Hemery gave his report to the Committee as follows: On the communication, it remains a work in progress. I started with Schedule A and went through all the chapters that deal with records retention. The public records law doesn't require governmental entities or officials to keep records, the requirements don't come from the public records law – the public records law has a requirement that once a request has been received, the documents must be kept for sixty days. If the request comes from an inmate, the documents must be kept for ninety days. The public records law itself does not have retention, those come from other parts of the statute. The current schedule A attached to Chapter 2, was the result of two years of work from a state Committee. The definition of record is broad enough to encompass items such as voicemail, text, emails, and audio/video recordings. Public records law requires a person to produce records that are responsive and in your possession at the time said person is asked for them. Entirely separate chapters of the law deal with how long a person is required to keep the records. I am going through the current Schedule A to see what is accurate, what isn't, and what may need updating as well as searching for sections that the current Schedule A may not cover. Brown County does a good job at retaining emails and any email that is sent or received on the county email is preserved for the statutory time period. In regard to texting, county devices are only used for county business. If any county business is done on a personal device, it is up to that official to preserve those items.

Supervisor Deslauriers addressed David Hemery as follows: This communication I had in April, 8 months ago, because there would be budgetary impact on correcting our records. That is not the thorough report that I expected after 8 months. The term record is more based on the substance of what the item is, not the delivery method, not the technology. So it doesn't matter whatever avenue the county uses, it's the substance of the item. If user deleted emails were deleted out of the system after six months, would that be an appropriate use of capture of records?

Corporation Counsel David Hemery addressed Supervisor Deslauriers as follows: Technology services will still preserve deleted emails.

Supervisor Deslauriers addressed David Hemery as follows: So if we were deleting those after 6 months that would be a violation of open records correct?

Corporation Counsel David Hemery replied to Supervisor Deslauriers as follows: No, that would not be a violation of open records. Open records law has no records retention requirements other than once you receive a request, you have to keep the records asked for, for at least sixty days, and if it's from an inmate, for ninety days. The open records retention policies are throughout different statutes.

Supervisor Deslauriers replied to David Hemery as follows: So if one of those statutorily protected records was deleted after six months, when the retention was to be seven or ten years, would that be appropriate?

Corporation Counsel David Hemery replied to Supervisor Deslauriers as follows: I think your question answers itself.

Supervisor Deslauriers replied to David Hemery as follows: The reason I bring that up, as recent as 2016 that is exactly what was happening at Brown County. During a discussion of an open records request with the Board of Health, the emails that were deleted after six months were no longer kept. No matter the importance, or retention, those items were gone. Deslauriers then read his handout from the Board of Health. *Please see attachment*. It would seem that we are doing things differently now, can you tell me what changed from a technology perspective? If you can.

Director Chad Weininger replied to Supervisor Deslauriers as follows: The correct process is that the software was implemented in and the emails are automatically archived when received which basically prevents an employee from deleting it and then double deleting it. With the new software, the emails are kept, it gets put in a server and goes to a handful of people that have access to it. This new software, only TS could actually do

the searches. Some offices now have the capability of doing email searches and there is a seven year retention on those emails.

Supervisor Deslauriers replied to Director Weininger as follows: Who ultimately ends up making the decision and actually doing the task of deletion?

Director Chad Weininger replied to Supervisor Deslauriers as follows: There is no deletion. At the end of the seven years the records retention is done, it's cleaned, but every employee that can search, can still find them on the server so every email is technically not deleted.

Supervisor Deslauriers replied to Director Weininger as follows: So are they stored forever?

Director Chad Weininger replied to Supervisor Deslauriers as follows: They are stored for seven years.

Supervisor Deslauriers replied to Director Weininger as follows: Okay, so that's what I am asking, is there an automatic deletion process at the end of that seven years? Because in the ordinance it calls for department heads to be doing that destruction.

Director Chad Weininger replied to Supervisor Deslauriers as follows: Yes, the department head would be August because it's under his department. I would have to ask August because I believe we haven't deleted any emails, but I can't talk to that.

Supervisor Deslauriers addressed the Committee as follows: Okay. And part of the reason I bring that up is I think you are doing a lot better with emails, but in the very recent past, we were not in a very good place and not providing open and transparent government for those who need it. I sent Corporation Counsel an open records request to and from Paul Fontecchio to and from SRF Consulting and the exact wording was "in communication to and from Paul Fontecchio and to and from SRF Consulting this would include but not limited to emails, texts, presentations and file transfers through County or external file transfer means." From January 1, 2018. Very simple request, very standard language, nothing fancy. I would ask Corporation Counsel, can you walk me through the process you took in satisfying that open records request?

Corporation Counsel David Hemery replied to Supervisor Deslauriers as follows: So a couple things; we've got public records request, we've got open meetings, so when I get a public records request and typically, I do not get public records requests, how it works, if you feel someone has a record that you want, you would make a request to that individual for that record. I often assist County Board Supervisors when they receive a public records request, because I have the capability to do the email search. Several things can happen when a request comes directly to me, if a request comes to me and is for Highway Department records, well I might respond that "no such responsive records exist in my possession." Hopefully the person would ask the Highway Commissioner. I may also take the initiative and say, "well technically I don't have these records you probably don't want to be asking me for them, I am the County Attorney, but I will assist in your case and forward your request to Highway Commissioner Fontecchio." So if I get a request for records, I could do one of those two things. In your case, I decided I would forward the request so that Mr. Fontecchio would have it, that way he can look for records in his possession and the only records that I might have are emails, okay? I would do an email search, Mr. Fontecchio would do his own personal search, because he may have a memo or a document he has just written in his desk drawer, I have no idea, I can only look at emails. So those are the two things that could happen. In this case I do believe that I forwarded that one to Mr. Fontecchio.

Supervisor Deslauriers replied to David Hemery as follows: And I did get a response from you via email, a very thorough response. What troubles me I guess and why I ask for clarification is on the policy I guess and the requirements for elected officials and employees is, my communication to you is for any communication that were forwarded on to Paul, you took care of the email. Now for instance a text message, there is no software at the county level to my knowledge that captures all of the text messages like we do emails. The fact that we do not have a mechanism like email that prevents the deletion of records by the person involved in the conversation and relying on them to give up possible career damaging information in an open records

request, I think that's ludicrous. The same could apply for Facebook messaging, a Facebook post. These are all potential records that the County does not have access to retention. All available technology, all easily available. Not difficult, it's just the will to do so. My district's main concern is open records and when there is an issue with someone in the County, the only way we can hold someone accountable is with open records. I don't believe this issue is a "receive and place on file" situation, I am requesting action on this and I will explain why I am going to ask it. I am not comfortable with the loose way of acquiring these records and not keeping anybody held accountable to them because it is so easy to eliminate the record at this point. There is no accountability, no penalty unless they are caught. Just like we did with the ADA compliance, we stopped video recording. If we did not have open records in my district, we would have never known about the non-compliance to the Landfill Agreement, we would have never have known that our former health director got ill around the wind turbines, we would have never known the manipulation of the county safety plan that was used as justification surrounding the rumble strips 65 feet from peoples' homes. Open records is the only way I can find that. There is no other district that has this same problem. I am trying to get across to you how critical this is to my constituents. I am going to ask that this is perhaps not a "receive and place on file" situation, okay? I think we need to keep records retention on text used by county individuals, social media is completely absent from the radar with these requests. I am going to make the suggestion that perhaps maybe one of you consider making a motion. I do not want this simply received and placed on file, and I think I got what I need in knowing that there is no other infrastructure in capturing other forms of records. So what I am going to ask, is the following "except in the case of first responders work that directly impact the safety and security of Brown County residents, that Brown County cease all activities that create records for which it has an inadequate technical infrastructure in place to capture and safeguard the record these activities create. At this time that specifically means when and may not be limited to, suspending and disabling all social media activity, disabling texting on all county supplied devices and disabling all messaging platforms except county email." I believe that county email is the only well managed record retention and safeguarding mechanism the county has. I will yield the floor at this point.

***At this time a computer error occurred*

The County has no say in how it is regulated and the Town has no say in how it's regulated; it is all DNR control. There is going to be so much scrutiny on the project and he is fearful that we will go down a bad path for the County because we cannot effectively capture the records and it is so easy to avoid open records at this time.

Moynihan said this has been an ongoing issue and Hemery has indicated that he is still working on it. Hemery agreed and said with modern technology entering the game these are things that do need to be discussed. It was brought up that e-mails can be tracked, but some of the other forms of communication can be deleted and there is always going to be some element to that. These issues are things that counties across the state struggle with and social media does create some real records retention issues. Lund agreed and said any time there is a phone conversation, there is not a record of it. Department heads need to be able to talk to people on the phone. There are phone conversations that take place all day long that there is no recording of. There are legal requirements that things have to come to the Board for ordinances and things like that, and there are very good records of those meetings. Lund continued that there are a lot of rules and regulations regarding this and he likes the idea that all of the e-mails are kept and feels that is good and appropriate, but he does not feel it is appropriate to create a bunch of records with people on Facebook. Things like Facebook are good to get out communications to residents about certain things, but it is not good to argue about things for the County; those things should be done at meetings or through e-mail. He feels it is inappropriate to do a Facebook page on some anti-County issue.

Deslauriers said he never said we should be recording phone calls. He pointed out the County chooses to use Facebook for communications but they do not have control over who posts on the Facebook pages and those things can become records the County is obligated to keep. The County makes the decision to use the platform, but they cannot say someone cannot send a message. He agrees that this is not the platform to

have discourse, but there is no control over that. Using Facebook invites messaging that is very clearly public records if it is discussing County business. If someone posts to the Human Services Facebook page, it is not under the control of Human Services; it is a record that will now be managed to the County.

Deslauriers asked what the purpose of the software that is used to gather open records is. Hemery responded that it is used because it is cheap and easy. Deslauriers said the same software exists for social media and texting.

Weininger said not having the Technology Services Director at the meeting would be helpful. He noted that there is currently a working group working on this that was created before this issue of open records came up. That working group can meet with Hemery, Neverman and Weininger to talk more about this and look at possibilities. Weininger said they are currently working on three different policies and some of that may address this and, in addition, right now the policy for all employees is not to use their personal cell phone for County business. County provided cell phones are for official County business only. As this is work still in progress, it was suggested that this be held for 60 – 90 days.

Sieber asked if there was anything that says text messages need to be kept for a certain number of time. Hemery said if talking about a business related document in his possession, it does need to be retained and that is why employees should be using County cell phones and County e mails. He suggested that if a Supervisor receives a message on their personal cell phone or an e-mail to their personnel account, they should forward those to their County e-mail so that it can be saved. Sieber feels this needs more work because he does not feel we should stop using Facebook, twitter, texts, etc. The number one priority should be to communicate with the public and we need to find a way to make this work. He supports holding this for 90 days and said the Administration Committee can also look at this with Technology Services to see what options exist to retain the records as required.

Van Dyck informed he will support holding this and what has been brought up here is important. As a Supervisor, if you choose to use a certain platform of communication outside of County e-mail, each supervisor should be responsible for keeping track of what they choose to do or not do. He does not support shutting off the Facebook pages because there is a lot of information given out to the public through those pages. He feels if the Library posts information and someone comments on it, he feels that unless we react to the comment and transact business in regard to the comment, he questions if the comment is really a public record. If there is no conversation on the comment, to him he views the comment as just someone's opinion. Van Dyck continued that he feels the Administration Committee should look at this with Technology Services to see what needs to be done and what the cost is to retain what we need to retain.

Deslauriers said he knows for a fact from conversations with other Supervisors that records are being destroyed. When a constituent has a concern or tries to influence a Supervisor's decision in a policy, it is a record of concern or influence that needs to be retained for seven years. The concern about this not being communicated to elected officials is reflected in his communication. It is naïve to think that Supervisors are going to jump through a bunch of hoops to forward every text or Facebook message back to the County e-mail address to be retained in an appropriate fashion. It is the County's duty to safeguard the records. The importance of the record is not for Supervisors to determine; it is for the person making the request to determine. The law lays out what is important; it is not the discretionary decision of a Supervisor to delete a record. There are a number of County platforms other than e-mail that are creating records, whether we like it or not need to be kept. If someone is trying to lobby a department on social media, those records need to be kept. We do not have the control over what someone posts on social media.

Deslauriers referenced his handout and noted that the last two pages contain what the State of Wisconsin gives their employees as direction on how to keep and safeguard their records. He feels Sieber's comments speak to the fact that we need to communicate to the elected officials what the County's expectation is and what needs to be done to follow the law in safeguarding the records we create. He would ask that August Neverman opine on this and get quotes for the technology it would take to handle our social media and

phone records appropriately and he would also like to see this report come back with what we do with employee expectations so they know their obligations as he feels this is critically important so records are not lost, whether inadvertently or not. He feels we need to do a better job of capturing and training people people and setting expectations and having the simple, cheap, easy technology in place so we do not have to rely on every employee to retain their own records.

As a point of clarification, Weininger said this County Board required Supervisors to use the official County e-mail address and there are only a handful of Supervisors who are not doing that. Deslauriers said this term Supervisors are not request to do that and he does not use his. Because the County e-mail does not allow him to install OWA on his personal cell phone.

Motion made by Supervisor Moynihan, seconded by Supervisor Buckley to hold until the February 2020 Executive Committee meeting. Vote taken. MOTION CARRIED UNANIMOUSLY

4. **Communication from Supervisor Brusky re: I request that the Brown County Board of Supervisors send a resolution to Wisconsin state legislators supporting Assembly Bill 513/Senate Bill 460 that would create a Wisconsin Prosecutor Board/Council which would promote funding and legislation that will directly affect court operations, District Attorney funding, criminal justice reform, and matters impacting incarceration issues down to the county level. *Referred from November County Board.***

Supervisor Brusky informed this Bill is concerning establishing a Prosecutor's Board and she first learned of this at a meeting of the WCA's Judicial and Public Safety Steering Committee. A copy of the Power Point presented at that meeting is attached. She feels this is very worthy and asked Brown County District Attorney David Lasee to talk about the merits of this Bill.

Lasee said the Wisconsin District Attorneys Association worked on this in the past and this was in the previous budget but was vetoed by Governor Walker. It was supported by the legislature at that time and some small modifications have been made and it has been brought back now. This would create a Board somewhat akin to what the State Public Defender's Office has that has people that can organize their program from the top down. There are 72 District Attorneys in Wisconsin with 72 voices and it is difficult to get done what they need to get done in Madison. The District Attorneys Association tries to do that, but they are a volunteer organization consisting of people whose full time jobs are running their offices. What they are looking for through this legislation is the creation of this Board with three employees and then the Board would be comprised of elected District Attorneys that would be voted on. The AG's office would also have a representative as would assistant prosecutors and eight elected DAs from across the state. This would be a group that when things like allocating additional positions or best practices statewide are being looked at there would be a Board and a voice to go to.

Lasee continued that he feels this is a great idea and informed that when the DAs became State employees in 1990 this was part of the initial legislation and at that time Governor Thompson vetoed the Board portion of it over a disagreement in terms of how the Board members would be appointed and it floundered from there. At this time they are asking for a Resolution to be drafted asking the legislators to put this in place.

Lund asked how many people have signed on to this and Brusky said there are three Senators. She also noted that the Committee on Government Accountability and Oversight met on December 4 and this was passed at that time. Senate Bill 460 is in the Insurance, Financial Services, Government Oversight and Courts Committee and a hearing has not been held as of this time. She is not aware of any other counties that have sent Resolutions in support of this. Brusky likes this because it would benefit all counties, not just Brown County.

Sieber asked why this is not being taken up or what the obstacles are. Lasee said there are some obstacles but he does not feel they are obstacles that cannot be overcome and reiterated it was in the budget and the Governor took it out. He feels one of the obstacles is that it is creating government positions and they look at the three positions associated with this. When the prosecution program was formed, there were three and a half staff positions that were allocated to the State Prosecutor's Office, but Brown County does not see any of those positions. There is one person within the Department of Administration that oversees the State Prosecutor's Office and then there are some additional administrative support. His position has always been

111

that this is not actually creating new positions, it is simply taking the positions that are currently in DOA that are supposed to be allocated to the program and actually allocating them to the program. Explaining that and why it is needed has been a hurdle. Some of the opposition has simply been that the elected DA's can go to lobby, but it is different. There is always an SPD representative at meetings regarding courts or criminal justice at the state level because they have people in administrative roles and they get caseload relief if they are supervisors. There are people who have no caseloads whatsoever in the SPD office who just work on the administrative functions. He does not begrudge that, but feels the DAs should also have that so they have representation in important issues in criminal justice and they do not have a voice in the room because the DA group is a volunteer group. Brusky added that sometimes it comes down to the individual Senator as well.

Van Dyck does not disagree with the importance of this, but his concern is that there were some positions that were in place that got waylaid into something else and who is to say that will not happen again. If this is implemented, those positions are not going away and the cost of these positions could be a quarter of a million dollars. He is not saying they are not important, but he struggles with sending Resolutions to Madison in isolation. He finds it difficult to tell the elected officials in Madison what the most important thing is because he does not know what that is. It is their job to determine the best use of money and it sounds like in past budgets they felt like these funds would be better spent somewhere else.

Lasee said he would like to get the fiscal note on this, but he recalls thinking there was no fiscal because the three DOA positions that exist will simply be reallocated to this program which will no longer be under the wing of DOA. This is creating a separate department using resources that are already supposed to be allocated to their program. With regard to the funds going to a different program, the goal of this Bill is to create a separate prosecution program and not have them under DOA. For years the person who oversaw the program was someone who did not have any experience in criminal justice at all. Administration does not know what the prosecutors do and therefore there is no one advocating for them at budget time because they do not understand what they do.

Van Dyck said he would be agreeable to having the resolution drafted stating the positions are being moved. Lasee responded that he will go back and read the fiscal note attached to the bill and if it is zero he will work with Corporation Counsel on a resolution. Brusky said she was unable to find any fiscal impact.

Motion made by Supervisor Moynihan, seconded by Supervisor Lund to forward communication to Corporation Counsel for drafting of a resolution and bring back to the next Executive Committee meeting and also to forward to Public Safety Committee. Vote taken. MOTION CARRIED UNANIMOUSLY

5. **Communication from Supervisor Linssen: To review ordinances and staff duties regarding County Board control over staff handling County Board agendas and minutes to ensure the County Board still has minutes to their satisfaction, timely agendas, and access to employees whom handle both minutes, agendas and public notices. This includes job descriptions and other duties as currently handled by County Board staff to ensure the County Board is not cut out of input on future changes as staff is put under County Clerk supervision. *Referred from November County Board.***

Linssen feels his communication is self-explanatory. He would like administration to report back as to what safeguards are present and what additional safeguards this Committee could take to ensure that the County Board Chair is still able to direct some of the day to day duties of these people even though the Board is not directly supervising them.

Moynihan said this has been asked and answered on the Board floor during the budget meeting. Nothing is changing. Staff will work in concert with the Board Chair, Vice Chair and Committee Chairs. There is an ordinance with regard to minutes and he reiterated nothing will change.

Motion made by Supervisor Moynihan to receive and place on file. *No second; no vote taken.*

Lund said the County Board Chair will not have any authority over the staff at all. The County Clerk can do whatever they want with the staff. As long as they put minutes together to the satisfaction of the County

Clerk, that would be the purview under County Clerk. This does not mean that the County Board Chair will have any authority over those positions if the County Clerk does not get along with the County Board Chair.

Motion made by Supervisor Moynihan, seconded by Supervisor Sieber to receive and place on file. Vote taken. Ayes: Moynihan, Sieber, Van Dyck, Sieber Nay: Buckley. MOTION CARRIED 4 TO 1

6. **Late Communication from Supervisor Borchardt re: Can we please look at having better communication when it comes to meeting dates; i.e. talking with not only staff but the rest of the committee members, calling to find out if a date does need to be changed that it works for all. I would also like to see that there is at least 2 weeks' notice unless there is some kind of emergency. This has been an ongoing issue and I would like to see this resolved before going into the new year.**

Motion made by Supervisor Sieber, seconded by Supervisor Van Dyck to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

7. **Late Communication from Aaron Linssen re: Following months of work the Citizen's Redistricting Advisory Subcommittee unanimously recommended the County Board adopt the attached Draft Ordinance and the accompanying Draft Resolution. The Subcommittee respectfully requests that the Executive Committee take these recommendations under consideration at your next scheduled meeting.**

Supervisor Linssen addressed the Committee as follows: Before you, you have the proposed redistricting ordinance and the attached resolution that came over the Board of the citizens redistricting Subcommittee. I would like to note that these are drafts at this point in time, they have not been reviewed by legal counsel or staff. I would urge that the Committee do go that route before anything is sent up to the full County Board. These are drafts that contain the essence of the decisions made by that Subcommittee. So what I would be requesting on behalf of the Subcommittee tonight, is that the Executive Committee take these matters up. I am here and I am happy to answer any questions that you may have about the process, how we got to some of the things that we got to, and what rationale is behind it. Does anyone have any questions?

Supervisor Van Dyck addressed the Committee as follows: First of all thank you to everybody that put all the work in on this. I just have a question regarding the section on drafting procedure. As it is written right now, I have some concerns or issues with it I guess, so upon a release of a necessary census data, the citizens drafting Committee and staff drafting Committee are each directed to produce two maps consistent with criteria underline on the mapping directors and so forth, so you're expecting the drafting Committee itself to create two maps?

Supervisor Linssen addressed the question submitted by Supervisor Van Dyck as follows: So the way the Subcommittee reached the agreement, is that they wanted to have both a staff group put together a few maps, and a citizens group put together a few maps. The decision was reached at each group producing two maps that they felt best represented what the district should be and then to send that forward. Does that answer your question?

Supervisor Van Dyck addressed Supervisor Linssen as follows: But who is going to do the work for the citizens group?

Supervisor Linssen addressed Supervisor Van Dyck as follows: What do you mean by work?

Supervisor Van Dyck addressed Supervisor Linssen as follows: Well somebody has to create the map, so who is going to actually sit down with the software, the information, and anything else to actually create those two maps?

Supervisor Linssen addressed Supervisor Van Dyck as follows: So we did discuss this with the Planning Department. The Planning Department essentially indicated to the Subcommittee that the technology was at a point where the layperson could essentially produce maps. That's if we did also include in the Draft

Ordinance that the Planning Department would provide technical or expert assistance with regards to those specific questions. If any arose, they would be essentially available to the Citizens Committee to provide that technical assistance if it was needed.

Supervisor Van Dyck addressed Supervisor Linssen as follows: Okay, but if the software's there that's fine, but the Planning Department doesn't put these things out in a couple of hours, so it's going to take somebody on that Committee. They don't have five people sitting around a computer terminal so it's going to take someone on that Committee a number of hours of commitment to sit down and create this map. I don't have any problems with anything else in here other than this particular section, because to me the directive from the Board to the Committee was to set up the rules. I think the rules have been established. I think the two areas as I understand of concern that were a problem the last time around were, one, taking into consideration existing Supervisor Districts which caused some problems and some angst amongst folks. That one has been addressed. The other lengthy discussion was "how many supervisory districts are we going to have?" Which created all kinds of maps and every kind of vote. So I think by setting aside and saying look, we support 26 supervisory districts, which kind of gets that one out of the way right away, which are probably two of the biggest stumbling blocks. So I don't have any problem with the maps being created and I am going back to the Citizens Group to look at and then pick one of two or four or whatever number you want to pick, but in theory, if the rules are being followed as they should be, you should be able to put four people in a room and they should all come up with a map that is somewhat similar, following the guidelines that you have been told to follow. And then have the citizens draft two and then the staff draft two and then have them all go to the Citizens Drafting Committee for them to pick one. I don't know why they wouldn't pick the one that they didn't come up with themselves. So it seems to me that the process got a little complicated here. Why don't we just say "look staff, here's the criteria – create two or four maps, bring those back to the citizens advisory Committee where it gets to review them and then make corrections or adjustments." and then they go back and eventually they pick a map to recommend to the full County Board and then the other maps just carry along like it says. I don't agree with having two different bodies drafting maps. I just think it's going to create unnecessary conflict, particularly when you've got one group creating maps that then gets to pick between the four that will pick the maps that they came up with. I am also concerned if you have someone in the Committee that has to do this, then they are going to pick someone that has the time to dedicate to it. I am not sure why we are going about that process.

Supervisor Linssen addressed Supervisor Van Dyck as follows: These aren't necessarily my positions that I am presenting to you. In fact, I think your concern is a very valid one on a personal level. However, this was a decision that the Committee made to the citizen members who are on it. I believe Supervisor Sieber can speak to this and maybe he can address his argument a little bit better. Essentially, this is what the Subcommittee as a whole recommended. I am not saying that there are no possible amendments that could be made that could maybe improve it, or change it to better suit the Board as a whole's meeting. This is what the Subcommittee decided on though by way of vote and everyone was ultimately content with the final result. I would say in regards to the individual who would be drafting or how that would work, that would be up to the Committee itself as to how it wanted to arrive at that. They would elect their own chairman and how they arrive to their decision is kind of up to the citizens, so I don't know if I can really comment on how that would end up working.

Supervisor Sieber addressed the Committee as follows: If we have staff work in conjunction with the Citizens Redistricting Committee to come up with four maps, I don't think that's the end of the world. So I don't want this whole thing to get hung up or sidetracked on one smaller point. To me the two tracks were somewhat important because in the last rung of redistricting, I have heard several stories of supervisors being way too involved in the process. So if we have two separate tracks and people weren't comfortable with having just the entire Citizens Redistricting Committee do all four maps on their own without any help, or without any planning department stuff. So, we came up with the two tracks that have the Citizens Redistricting Committee come up with two maps, the staff come up with two maps, then all four maps would go before the County Board because we wanted to make sure the County Board had options to choose from. That's not

just "this is the one map and that's it." We would end up with a process where you would have four hopefully independent maps going forward and moving through this process. From what I understand with the last rung of redistricting that I know for sure, Planning was threatened with privatization and I believe that was in conjunction with redistricting. So to have to put this all in one department with undue influence by supervisors is not a good thing. So that's why I think at the end of the day, the Citizens Committee should be in charge of at least half of the maps if not all of the maps. We all unanimously agreed on these recommendations at the end of the day.

Supervisor Buckley addressed the Committee as follows: Well as one of the supervisors that was here during the last redistricting, it's made to sound like it is very evil. We had one supervisor that I can recall that was creating issues about the redistricting. I also sat on the City Council at that time and we had the issues there. Now going through this process, Chuck Lamine and his office did a great job I think in fairly putting out the maps that we all decided on. It's amazing when I sit here and listen to people that weren't involved in the process tell me how the process went. It didn't happen in my recollection. We had one supervisor that I can recall, then Board Chairman, that was having issues. In April we will elect a new Board, I don't want to tie a new Board's hand on how this process from here is going to go. I understand that we talked about wanting 26 supervisors, but you know what? A lot has been changed in the county over the years and we might want to change that. Some of the smaller communities have really grown. We need to look at Hobart, Howard or Lawrence. Maybe they need another supervisor. Maybe Green Bay needs one less or maybe they want to keep the same number in Green Bay and just add another Supervisor. Until we get the information, until us as supervisors have that debate; I don't see why right now, when we have four months until that new Board is seated, we are trying to tie their hands in a process that they really have very limited control over. There is a lot that is spelled out for them already and I appreciate all of the work they have done on this so far but, we may end up with 28 supervisors the next go-around. I do not want to tie someone's hands from not being able to do that so everybody is represented fairly. When this started, I voted against it, not against the involvement, but against the process we were going down. Maybe in May the new Board can talk about how this process is going to take place. I want to reiterate that I think the process that Chuck Lamine's office drew, and the maps that they came up with were pretty fair and I can remember having battles with that one particular supervisor about the county and the city, and at the end of the day, the Planning Department did a great job. Things are probably going to change the next go-around because of the changes in the smaller communities and I hope that they will have more representation because there are more people living out there and there will be more in the future.

Supervisor Linssen addressed the Committee as follows: What I would say is, there is nothing that can't be changed with the number of supervisors with this process by future County Board action. This is an ordinance, so the future Board can amend this as they see fit. This was meant to be a starting point and not meant to tie anyone's hands. It was meant to have any future action taken on this item done so in the public eye. I think that's the primary purpose of where this whole idea came from. I think it would be worth still adopting something at this point in time with full knowledge that the future County Board can amend it as well. Also note the way that this is written and the way that state law works is that at the end of the day, regardless of anything we put in the ordinance, the County Board that is in place at the time that the redistricting is done has full discretion to change whatever they want.

Supervisor Moynihan addressed the Committee as follows: I thought when we put together the Citizens Redistricting Advisory Committee that they were to work with the Planning Committee. With that being said, is there really a need to have another Committee *ie: Citizens Drafting Committee, Staff Drafting Committee etc* -when you already have people in a room work together openly? I will leave it at that for now, I am unsure of my position at this time.

Supervisor Van Dyck addressed the Committee as follows: I want to reiterate to Supervisor Sieber's comments - I agree with you to a point and I think it was my understanding in looking at this, that, that was some of the things that you brought up. We were trying, or at least it appeared that the ordinance corrected,

prohibition and mapping considerations. We took out the supervisor district that was a key issue the last time around. We have an entire paragraph here on elected official behavior. I think that covers the fact that we are indicating, that we don't want any interference. I have no issue with this entire thing, but I am not going to support it if the drafting procedure stays the way it is. Logically, to me, it doesn't make any sense to have two different groups going at this. If you follow the rules that you have laid out, and you do them in that order, it should create maps that are very similar in nature. No matter who creates these maps, you're not going to sit around a computer screen with five people trying to decide where you are going to put lines. My understanding from talking to Chuck Lamine today is that when they go at it, they take two people, they put them in two separate rooms, and they tell them to each create a map. In this case, if we have a Redistricting Committee creating a map, somebody has got to get picked to go and sit in front of a computer and come up with some sort of map, and then put it in front of the other four and say "what do you think?" - I have no problem with the Committee being involved in the process and picking a map, but they're going to be able to give feedback to the Planning Department. If we can rework that paragraph I will support it, if we can't, then I am not going to at this point.

Supervisor Sieber addressed the Committee as follows: I don't know if Supervisor Moynihan feels the same way, but if the Citizens Redistricting Committee works with Planning, and I believe we had it in here that the County Supervisors are not to talk to the Planning Department about these maps, maybe the Citizens Redistricting Committee can work with Planning and cannot discuss these maps. I am thinking that is going to be acceptable to the Committee if we want to kick it back to the Committee for a final vote before sending it on to the full Board or if we want to make those changes before County Board, I am not sure, but I don't think it changes the substance drastically.

Supervisor Lund addressed Supervisor Sieber as follows: Supervisor Sieber, why don't you just put down that staff will make three maps and give them to the Citizens Redistricting Committee to make a recommendation on the one that they support and then all three maps can go to the County Board?

Supervisor Van Dyck addressed the Committee as follows: Under the drafting procedure, if you simply change the word - *upon the release of the necessary census data the citizens drafting Committee and the Staff Drafting Committee are – drop the word "each" are directed to produce a minimum of two maps consistent with the criteria – the Citizens Drafting Committee and the Staff Drafting Committee must complete this process within thirty days* strike "the staff drafting Committee will send a completed maps to the Citizens Drafting Committee" leaving the Citizens Drafting Committee must select the single map to recommend to the County Board Chair before submitting the remaining three maps or before submitting the remaining alternative maps to the County Board Chair.

Motion made by Supervisor Van Dyck, seconded by Supervisor Moynihan to approve the redistricting ordinance with those corrections to the drafting procedure section. No vote taken.

Supervisor Linssen requested to have the ordinance go to corporation counsel for review first.

Supervisor Lund responded to Supervisor Linssen's request as follows: We will put that right in the motion.

Supervisor Linssen replied to Supervisor Lund as follows: I just want to make it clear to the members that this has not been reviewed by corporation counsel at this point.

Supervisor Moynihan replied to Supervisor Linssen as follows: With that said Supervisor Linssen, and then bring it back to the January Executive Committee?

Supervisor Linssen replied to Supervisor Moynihan as follows: I think that would be the most appropriate. He noted: With regards to Supervisor Van Dyck's motion, the Subcommittee voted on that particular issue. That is the way it voted. With that said, the Committee has the authority to override that decision. I don't really think it's necessary to send it back to the Subcommittee because that issue is directly discussed.

Motion amended by Supervisor Van Dyck, seconded by Supervisor Moynihan to amend by Corporation Counsel reviewing the proposed redistricting ordinance and make the requested modifications to the drafting procedure section. Vote taken. Ayes: Moynihan, Sieber, Van Dyck, Lund. Nay: Buckley
MOTION CARRIED 4 to 1

Corporation Counsel David Hemery clarified with Supervisor Van Dyck as follows: It sounds that Supervisor Van Dyck, the basic idea you have is - Planning would work with the current Redistricting Committee and Planning would create a minimum of two maps. The redistricting Committee would select one of those two and make a recommendation to the Board of which one they liked better? He noted: Timelines are real tight. Once those numbers come out and our Planning Department, which would have been used to creating two maps, would now be asked to create four maps. I would just hope the Committee might hear from Director Lamine as I do not know his concerns.

Director Chuck Lamine addressed the Committee as follows: We can do two maps in thirty days, we have done in the past, two versions of five different maps in thirty days. With the Committee step in there, I am assuming you would go to the Subcommittee, to the Executive Committee and then to County Board. Thirty days is really what we have, because when we get done, we have to pass it on to the municipalities so they can work on the ward maps. So we really only have thirty days. I would just want all of those meetings scheduled in advance. We will do a timeline and we will work out the public notices in advance, but if it becomes a going back and forth between Executive Committee and the Redistricting Committee, you have thirty days.

Supervisor Lund responded to Director Chuck Lamine as follows: It won't go to the Executive Committee, it will go to the full Board. It will go from your maps in this Committee to the County Board. We will have to have the maps, then we will have a public hearing and then the next time we will approve the maps.

Corporation Counsel David Hemery addressed Supervisor Lund as follows: That timing was my concern, what is written is that all four maps would go to the County Board, and if the County Board didn't pass any of those, then they could start drafting new ones. There is no way that works in the current timelines.

Supervisor Lund addressed David Hemery as follows: It wasn't done by the timeline last time. The time before, I wasn't on the County Board, but I attended the meetings and everything was very clean, the public was notified and there weren't any issues. I don't believe the supervisors were really involved in that process. I don't remember there being a controversy over it last time. I remember one supervisor in particular was all over you guys to produce maps.

Director Chuck Lamine addressed Supervisor Lund as follows: We had a veto, we had a court challenge, there were a lot of steps and ideally we avoid all of those steps. To answer your question, I think we can do two maps within thirty days.

Supervisor Buckley addressed the Committee as follows: If supervisors are not able to talk to Chuck's office, what happens to the three supervisors that are on the Committee?

Supervisor Lund addressed Supervisor Buckley as follows: There won't be any three supervisors, that Committee is being disbanded. There won't be supervisors, it's up to the Board Chair at the time to appoint five members. This Board Chair won't appoint five members. This would be during redistricting.

Supervisor Linssen addressed Supervisor Buckley as follows: After tonight, unless this Committee or the full County Board wants the Subcommittee to meet again, then the Subcommittee isn't intended to meet again. This is intended to be the final.

Supervisor Lund addressed the Committee as follows: If we are cleaning up the language here and we are going to send this forward, once it is sent to the Board, the Redistricting Committee will receive an email that their services are no longer needed and it would thank them for attending the meetings and giving their input. This is a totally different committee then.

Corporation Counsel David Hemery addressed the Committee as follows: Just so I understand it, so the current Subcommittee would disband and the Drafting Committee would be created and there would be five members on that, so once that Committee is in place, census numbers come out, Planning would create two maps - When we say together... would Planning just create those two and four going forward?

Supervisor Lund addressed David Hemery as follows: They would create the maps and then they would meet with the group to go over criteria and why they did it etc.

Director Chuck Lamine addressed the Committee: We will need advance, go through the criteria, get our marching orders, I will assign it to two staff, they'll do a blind process and then those two independent maps will come forward to Committee.

Corporation Counsel David Hemery addressed the Committee as follows: The only other comment I have was what Supervisor Buckley mentioned regarding elected officials. Elected officials are forbidden from consulting with or discussing with the Citizens Drafting Committee or staff, any aspect of redistricting between the time of appointment and during which the final floor recommendations are received. So that would prohibit elected officials from talking to the Planning Department?

Supervisor Lund addressed David Hemery's question as follows: They can talk to the Planning Department, but not about redistricting and not about the maps. They are not going to be under undue influence by anybody on the County Board.

Corporation Counsel David Hemery replied to Supervisor Lund as follows: I don't know if that's enforceable.

Supervisor Lund replied to David Hemery as follows: Well you can look it up. Take a look at it. It has to come back to the Executive Committee.

Supervisor Linssen addressed the Committee as follows: If I may, the recommended punishment for a violation as it pertains to ethics, the Ethics Committee, I think if there was some sort of permissible reason that they were doing it or not a legal reason, I think the ethics Committee would not take any action on it. There is no specific punishment for violation of this ordinance other than referral.

Supervisor Lund addressed Supervisor Van Dyck as follows: I was on the Board last time, I never talked to you about the maps, right John? I believe that the process was that staff was supposed to develop the maps, not me. That's not my expertise.

Supervisor Buckley addressed Director Chuck Lamine as follows: Chuck was there any supervisors that call you with legitimate questions on the map?

Director Chuck Lamine replied to Supervisor Buckley as follows: Yeah, we had questions and that was not uncommon. It was more than one, we had several members that had questions.

Supervisor Buckley addressed Director Lamine as follows: Were they questions or were they trying to influence you?

Director Chuck Lamine replied to Supervisor Buckley as follows: I don't know if I would personally go that far, the questions were asked and then you showed the impact of the suggested change was made. The problem in terms of its impact on the differential was so apparent that I think they actually increased the understanding of the complications of the process.

Director Chuck Lamine replied to Supervisor Lund as follows: Yes, the population that we were shooting for last time was three percent, I think the law gives us four percent and we were able to do that with the options that we were able to bring forward.

Supervisor Lund addressed Director Lamine as follows: We discussed that as the Redistricting Committee - one of the most important things was that we stayed within three percent deviation. We have all the other criteria in there because we have the thing about neighborhood associations and it would be nice not to cut the neighborhood associations as much as they have been in the past, but the standard deviation is obviously the most important goal of the mapping process.

Director Chuck Lamine addressed the Committee as follows: And if I could, if you are going to send this back to Corporation Counsel, there are some concerns I have with some of the directives. In just in terms of its impact on complicating the map, presses one, which is the rural vs urban interests. There may be kind of an education process that we go through. The neighbor associations may be a real challenge for us. The standard deviation would be the most important.

Supervisor Van Dyck addressed Director Lamine as follows: Chuck, in regards to the rural vs urban interests, I think if you back up to number four which is municipal boundaries; I think if we stick with the municipal boundaries, that to me is the key.

Supervisor Lund addressed the Committee as follows: I understood that the clerks in each of the municipalities don't want to have as many ballots. That was a concern of mine that we make it the easiest for municipalities that they don't have as many ballots out there. Then you'll have elections where it is very difficult for the volunteers to get people the right ballot.

Corporation Counsel David Hemery addressed the Committee as follows: In mapping directives, those are items that should be prioritized it says, as indicated, defining rural and urban could be difficult. Racial and ethnic groups to my knowledge after the last census there was either one or two areas in Wisconsin where that would apply to redistricting. So we want that to be a priority.

Supervisor Lund addressed David Hemery as follows: We won't know till after the census, but if there is a population in an area in Brown County that is mostly minority we would probably want to look at that but, obviously the standard deviation is the most important part of the process. We just want to have the mapping people take that in to consideration if there is.

Corporation Counsel David Hemery addressed Supervisor Lund as follows: So I want to bring this back to write, are there areas to be taken in to consideration and maybe put those in, instead of saying that we should prioritize?

Supervisor Van Dyck addressed the Committee as follows: I thought that based on the way they were listed, I thought they were prioritized, but it says "should be prioritized in no particular order". You have to have some kind of prioritization in here because I am assuming that equal population is obviously first and foremost. To me, they seem to be in an order that was prioritizing, which I guess I was fine with the way they were and the way I read it. I think that should be cleaned up or changed as well. Just say mapping objectives should be prioritized in "this order" take out the "no particular order" to me, that is just wide open.

Supervisor Lund addressed Supervisor Van Dyck as follows: Well equal population is the most important thing.

Supervisor Van Dyck addressed Supervisor Lund as follows: Yes, but that's not what it says.

Supervisor Lund addressed Supervisor Van Dyck as follows: But that is the order that it's in. If you have a deviation in the population then they can come back and sue.

Corporation Counsel David Hemery addressed the Committee as follows: That gives me some direction, the other one in that section, Supervisor Buckley mentioned the 26 supervisory districts should that be a priority here? Do we want to mention the number of Supervisors? What are we looking at?

Supervisor Lund addressed Director Lamine as follows: The numbers are probably going to be about 260,000 people right Chuck?

Director Chuck Lamine replied to Supervisor Lund as follows: I think it will be north of that.

Supervisor Lund addressed Director Lamine as follows: So about 10,000 people per Supervisor if you keep at 26. When you get the census data it is going to be something that the Supervisors are going to have to figure out.

Director Chuck Lamine replied to Supervisor Lund as follows: If it stays at 26, we would shoot to give you a map with the substandard deviation requirements at 26. If we get in to that exercise and we can't do it then the numbers would change.

Corporation Counsel David Hemery addressed the Committee as follows: That helps greatly, I would be able to bring something back that helps on the ordinance. I just wanted to mention that there is also an accompanying resolution. As the resolution reads it would be to pass an ordinance. Why would we need a resolution on that?

Supervisor Moynihan addressed the Committee as follows: I would send the whole thing back.

Supervisor Lund addressed David Hemery as follows: We will have it all sent back to next month.

Corporation Counsel David Hemery addressed the Committee as follows: You want a separate resolution to say that we resolve an ordinance and then they vote?

Supervisor Lund replied to David Hemery as follows: Yeah, I think so.

Supervisor Linssen addressed the Committee as follows: There were a few lines in there that were slightly different I understand. The Subcommittee wanted a resolution for the purposes of making it clear that this was the intents of the ordinance. I understand that a lot of the stuff is kind of duplicated in the ordinance itself but that doesn't preclude additional language being added or taken out of the resolution.

*At this time, a vote on the motion was taken.

Internal Auditor

8. Board of Supervisors Budget Status Report (unaudited) - October 31, 2019.

Motion made by Supervisor Moynihan, seconded by Supervisor Sieber to receive and place on file. Vote taken. **MOTION CARRIED UNANIMOUSLY**

9. Veterans' Recognition Subcommittee Budget Status Report (unaudited) – October 31, 2019.

Motion made by Supervisor Moynihan, seconded by Supervisor Buckley to receive and place on file. Vote taken. **MOTION CARRIED UNANIMOUSLY**

10. 2019 Status Update: October 1 – November 30, 2019.

Motion made by Supervisor Buckley, seconded by Supervisor Moynihan to receive and place on file. Vote taken. **MOTION CARRIED UNANIMOUSLY**

Corporation Counsel

11. Oral Report (discussion of request for refugee resettlement and handout).

Motion made by Supervisor Moynihan, seconded by Supervisor Buckley to refer the letter from Executive Streckenbach, including the background sheet, to Corporation Counsel to draft a Resolution, including both attachments, for County Board approval at the next County Board meeting. *No vote taken.*

Motion by substitution made by Supervisor Sieber, seconded by Supervisor Van Dyck to amend the last paragraph of the County Executive's letter to read: This consent is valid through 2020, and is accepting approximately 20 refugees for resettlement in Brown County, Wisconsin. Vote taken. Ayes: Lund, Sieber, Van Dyck Nays: Moynihan, Buckley MOTION CARRIED 3 TO 2

Motion made by Supervisor Sieber, seconded by Supervisor Lund to approve as amended. Vote taken. MOTION CARRIED UNANIMOUSLY

Motion made by Supervisor Moynihan, seconded by Supervisor Sieber to suspend the rules to take Items 15 through 19 following Item 12 and to take Item 22 following Item 24. Vote taken. MOTION CARRIED UNANIMOUSLY

Resolutions, Ordinances

12. Resolution in Support of Strategies to Reduce Youth Vaping.

Motion made by Supervisor Sieber, seconded by Supervisor Moynihan to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

Although shown in the proper format here, Items 15 – 19 were taken at this time.

13. Resolution Authorizing the Addition of County Highway TS to the County Trunk Highway System, in the Village of Hobart, Wisconsin.

Motion made by Supervisor Moynihan, seconded by Supervisor Sieber to approve. *No vote taken.*

Motion made by Supervisor Sieber, seconded by Supervisor Moynihan to suspend the rules to take Item 22 at this time. Vote taken. MOTION CARRIED UNANIMOUSLY

Motion made by Supervisor Van Dyck, seconded by Supervisor Sieber to refer Resolution without recommendation to the County Board. Vote taken. Ayes: Sieber, Van Dyck, Lund Nays: Buckley, Moynihan. MOTION CARRIED 3 to 2

14. Resolution Authorizing County Trunk Highway Jurisdictional Revisions on County Highway VV (Triangle Drive), in the Village of Hobart, Brown County.

Motion made by Supervisor Moynihan, seconded by Supervisor Sieber to refer Resolution without recommendation to the County Board. Vote taken. MOTION CARRIED UNANIMOUSLY

15. Resolution Regarding Table of Organization Change for the Sheriff's Department – Office Manager II.

Motion made by Supervisor Buckley, seconded by Supervisor Moynihan to suspend the rules to take Items 15, 16 and 17 together. Vote taken. MOTION CARRIED UNANIMOUSLY

Motion made by Supervisor Buckley, seconded by Supervisor Sieber to approve Items 15, 16 and 17. Vote taken. MOTION CARRIED UNANIMOUSLY

16. Resolution Regarding Table of Organization Change for the Sheriff's Department – Evidence Positions.

See action at Item 15 above.

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17. Resolution Regarding Table of Organization Change for the Sheriff's Department – Evidence/Property Specialist.

See action at Item 15 above.

18. Resolution to Ratify the 2020-2021 Agreement Between Brown County and the Brown County Sheriff's Department Non-Supervisory Employees (Proposed Resolution to be handed out at meeting).

Motion made by Supervisor Sieber, seconded by Supervisor Buckley to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

19. Resolution to Ratify the 2020-2021 Agreement Between Brown County and the Brown County Sheriff's Department Supervisory Employees (Proposed Resolution to be handed out at meeting).

Motion made by Supervisor Buckley, seconded by Supervisor Moynihan to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

At this time the Committee returned to Items 13 and 14.

Department of Administration & Human Resources

20. Director of Administration Report.

No report; no action taken.

21. Human Resources Report.

No report; no action taken.

Closed Session

22. Deliberating and Negotiating Property Acquisition per the VV Interchange Municipal Project Agreement (MPA).

- a. Open Session: Motion and Recorded Vote pursuant to Wis. Stats. Sec. 19.85(1), regarding going into closed session pursuant to Wis. Stats. Sec. 19.85(1)(e), i.e., for deliberating and negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, in particular, for deliberating and negotiating property acquisition per the VV Interchange MPA.

Motion made by Supervisor Sieber, seconded by Supervisor Moynihan to enter into closed session. Roll Call Vote Taken: Ayes: Lund, Moynihan, Van Dyck, Sieber, Buckley. MOTION CARRIED UNANIMOUSLY

- b. Convene into Closed Session: Pursuant to Wis. Stats. Sec. 19.85(1)(e), the governing body shall convene into closed session for purposes of deliberating and negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, in particular, for purposes of deliberating and negotiating property acquisition per the VV Interchange MPA.

Motion made by Supervisor Moynihan, seconded by Supervisor Sieber to return to open session. Roll Call Vote Taken. Roll Call Vote Taken: Ayes: Lund, Moynihan, Van Dyck, Sieber, Buckley. MOTION CARRIED UNANIMOUSLY

- c. Reconvene into Open Session: The governmental body shall reconvene into open session for possible voting and/or other action regarding property acquisition per the VV Interchange MPA.

111

At this time discussion continued on Item 13. Sieber indicated he would not support the resolution due to past practice of following the municipality's wishes. Buckley said that he believes that the County Executive must get involved with both Hobart and the Oneida Nation to come to a common ground.

Motions were made on Items 13 and 14 at this time; see above.

County Executive - No report.

Other

23. Audit of the bills.

Motion made by Supervisor Moynihan, seconded by Supervisor Van Dyck to approve the bills. Vote taken.
MOTION CARRIED UNANIMOUSLY

24. Such other matters as authorized by law. None.

25. Adjourn.

Motion made by Supervisor Buckley, seconded by Supervisor Van Dyck to adjourn at 10:11 pm. Vote taken. **MOTION CARRIED UNANIMOUSLY**

Respectfully submitted,

Therese Giannunzio
Recording Secretary/Transcriptionist

Baili Schreiber
Deputy County Clerk/Transcriptionist

PROCEEDINGS OF THE BROWN COUNTY
BENEFITS ADVISORY COMMITTEE

Pursuant to Section 19.84, Wis. Stats., a regular meeting of the **Brown County Benefits Advisory Committee** was held on Thursday, September 12, 2019 at 10:00 am in Room 650 of the Northern Building, 305 E. Walnut Street, Green Bay, Wisconsin.

PRESENT: Jill Bomkamp, Lisa Conard, Mandy Leonard, Sherry Officer, Louise Pfothenauer, Erik Pritzl, Dan Process, John VanderLeest, Janelle Walton, Chad Weininger and Supervisor Megan Borchardt.

EXCUSED:

1. Call meeting to order.

The meeting was called to order by Chair Louise Pfothenauer at 10:03 a.m.

2. Roll Call.

Roll call was taken.

3. Approve/Modify agenda.

Motion made by Supervisor Borchardt, seconded by Janelle Walton to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY**

4. Approve/Modify Minutes from July 26, 2019.

Motion made by Erik Pritzl, seconded by Jill Bomkamp to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY**

5. Update on Medical Funding Analysis Report by Jan Stage.

Although not specific to the Medical Funding Analysis Report, Jill Bomkamp distributed a graph illustrating total claim costs for 2006 through 2018. See attachment A.

Jan Stage distributed the Medical Funding Analysis Report through July 2019 and indicated that the YTD % of Total Costs to Funding is just under 90% and that the YTD Plan Performance has a surplus of approximately \$1,000,000. Jan cautioned that there is usually an uptick in claims during the last few months of the year. See attachment B.

Other topics discussed:

Renewal

Jan indicated that there will be no increase in 2020.

Wellness Program

Jan indicated that the current incentives associated with the Reasonable Alternative Standards (RAS) program are not enough to change (increase) participation in the program. Rather, this program should be targeting high risk members and incentivizing these individuals to make positive changes. Reducing the number of tiers and increasing the rates between tiers was mentioned as one possible way to incentivize change.

Chad Weininger indicated that the RAS program was designed to allow employees to improve their Personal Health Assessment (PHA) scores which could lead to lower premiums.

Clinic (Planning)

Jan indicated that the County is looking at the possibility of adding an on-site clinic to increase utilization for primary care (short-term) and disease management (long-term). Issues surrounding this concept include; costs, staffing, location(s) and space requirements.

No action taken.

6. Committee discussion of best ways to communicate information, such as how to find a tier 1 doctor, to Brown County employees.

The following suggestions were discussed as possible ways to communicate employee benefits:

- Open Enrollment
 - Provide assistance to the employee on how to search for tier 1 providers
 - Group Meetings (County or Departmental)
- County-wide emails
- Benefits Advisory Committee
 - Summary and/or Quarterly Updates
- Administration/Human Resources
- Videos

Other matters discussed:

- Resolutions
 - Wage Increase
 - Health Insurance
- Insurance Links
 - Possible enhancements
- Healics (Appeals)
 - Body Mass
- Aurora
 - Does not include ratings for doctors/providers. (Jan Stage to look into this further.)

Per Chad Weininger, resolutions will be provided to BAC members for review/comment prior to publication (budget).

No action taken.

7. Discussion of PHA's – specifically finding out the number of people whose scores went down as the result of changes to blood pressure measurements.

Jill Bomkamp indicated that with only 1/3 of the results available, it does not appear that blood pressure measurement changes have made a difference. However, a better assessment will be known once the full results are available.

No action taken.

8. Status of the Benefits Advisory Committee recommended ordinance changes from May 16.

Chad Weininger indicated that the recommended ordinance changes were approved by the Executive Committee. The full Board of Supervisors will review (approve) these changes next week (September 18, 2019).

No action taken.

9. **Schedule next meeting.**

Next meeting scheduled for October 3, 2019 at 3:00 p.m.

10. **Adjourn.**

Motion made by John VanderLeest, seconded by Janelle Walton, to adjourn at 11:13 a.m. Vote taken.

MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

Dan Process

Secretary

PROCEEDINGS OF THE BROWN COUNTY
BENEFITS ADVISORY COMMITTEE

Pursuant to Section 19.84, Wis. Stats., a regular meeting of the Brown County Benefits Advisory Committee was held on Thursday, October 3, 2019 at 3:00 pm in Room 650 of the Northern Building, 305 E. Walnut Street, Green Bay, Wisconsin.

PRESENT: Lisa Conard, Mandy Leonard, Sherry Officer, Louise Pfothhauer, Erik Pritzl, Dan Process, John VanderLeest, Janelle Walton, Chad Weininger and Jan Stage.

EXCUSED: Jill Bomkamp and Supervisor Megan Borchardt

1. Call meeting to order.

The meeting was called to order by Chair Louise Pfothhauer at 3:02 pm.

2. Roll Call.

Roll call was taken.

3. Approve/Modify agenda.

Motion to modify the agenda and move the Review and discussion of the budget resolution for 2020 up. Vote taken. **MOTION CARRIED UNANIMOUSLY**

4. Approve/Modify Minutes from September 12, 2019.

Motion made by Mandy Leonard, seconded by Erik Pritzl to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY**

5. Update on Medical Funding Analysis Report by Jan Stage.

Jan Stage distributed the Medical Funding Analysis Report through August 2019 (attached) and indicated that the YTD % of Total Costs to Funding is at 91.6% and that the YTD Plan Performance has a reserve of approximately \$1,042,000. Jan also indicated that August had a deficit of approximately \$144,000. This is the first time that a deficit has occurred since January. Jan also distributed a report comparing certain utilization indicators from last year to this year (attached).

No action taken.

6. Review and discussion of the budget resolution for 2020.

Chad Weininger indicated that the 2020 proposed budget includes a 2.07% wage increase for eligible employees.

A copy of the Resolution Approving Changes to the Brown County Employee Benefits Plan was distributed and a brief overview provided regarding each change (attached).

- No changes are recommended to the health insurance plan for 2020 (i.e., premiums and deductibles will remain the same).
- Spouses covered under the County's health insurance plan will be required to participate in the annual Personal Health Assessment (PHA) in 2020. No impact on rates unless spouse fails to participate (i.e., family will be placed at the non-participation level).
- Termination of the County's retiree health insurance plan option at the end of 2019.
- Employee Assistance Program (EAP) will continue to be available to all employees and their dependents.

1a

- FastCare, Teledoc and Nurseline will only be available to individuals enrolled in the County's health insurance plan.
- Allow Administration to direct Associated Benefits and Risk Consultation (ABRC) to go out and obtain potential cost savings throughout the year.

Further discussion/questions regarding the resolution followed; including:

- PHA participation for spouses – How will this be achieved?
- Retirees (Local Annuitant Health Program) – Communications? Eligibility? Plan Options? Other Sources?
- Wellness Program – Are any programs being considered?
- Clinic – Does the 2020 budget include money for this initiative?
- EAP – Is coverage, in fact, available to all employees and their dependents?

Motion made by John VanderLeest, seconded by Janelle Walton to approve the resolution as presented supporting no increase to premiums and deductions in 2020. After further discussion motion was withdrawn.

Motion made by John VanderLeest, seconded by Lisa Conard supporting no increase to premiums and deductions in 2020. MOTION CARRIED UNANIMOUSLY

7. Schedule next meeting.

Next meeting scheduled for December 12 at 3:30 pm.

8. Adjourn.

Motion made by John VanderLeest, seconded by Janelle Walton to adjourn at 4:15 pm. Vote taken. MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

Dan Process
Secretary

ATTORNEY BILLS SUBMITTED TO THE EXECUTIVE COMMITTEE					
FOR January 6, 2020 MEETING					
LAW FIRM	INVOICE NUMBER	DATE	AMOUNT	FOR	
ATTY. GARY WICKERT	12W27	12/18/2019	\$ 2,168.25	Airport General	
VonBriesen	306171	12/11/2019	\$ 13,171.79	Corporation Counsel	
Michael Best	1677604	12/5/2019	\$ 468.00	Resource Recovery	
		Total ----	\$ 15,808.04		

GARY A. WICKERT, S.C.
Attorney and Counselor at Law
801 E. WALNUT • P.O. BOX 1656
GREEN BAY, WISCONSIN 54305

100.016.001.5716

Gary A. Wickert

Telephone (920) 433-9425

Fax (920) 432-9188
wicklaw@gbonline.com

December 18, 2019

Brown County Airport
P.O. Box 23600
Green Bay WI 54305-3600

Re: General Matters
Our File No. 12 W 27

STATEMENT

<u>DATE</u>	<u>FOR SERVICES RENDERED:</u>	<u>HOURS</u>
11/26	Complete application - Free Speech; Review and revise policy/rules - Free Speech	1.25
11/27	Email to Marty Piette, Sue Bertrand, and Rachel Engeler re: Free Speech; Email to Rodney Knight at MSN; Review Johnson Controls file	.40 .15
12/5	Email from Sue Bertrand re: Family Federation Free Speech; Review Johnson Controls and Free Speech subfiles; Phone conference with Sue Bertrand re: Johnson Controls and Free Speech	.10 1.25
12/10	Email from Sue Bertrand re: Family Federation; Email from Sue Bertrand re: Johnson Controls; Review revisions/amendment; Revise Johnson Controls agreement; Email to Marty Piette, Rachel Engeler, and Sue Bertrand re: Johnson Controls	.10 .50 1.50
12/11	Review and revise email re: Johnson Controls; Phone conference with Sue Bertrand re: Johnson Controls	.10 .75
12/18	Review Johnson Controls Amendment (email) from Sue Bertrand; Review paragraph 5 - Johnson Controls; Email to Sue Bertrand re: Johnson Controls; Review Johnson Controls revised language; Phone conference with Sue Bertrand re: Johnson Controls.	.75 .50
	TOTAL HOURS:	7.35

7.35 HOURS @ \$295.00 PER HOUR =

\$2,168.25

AMOUNT DUE ON ACCOUNT:

\$2,168.25

Thank you.
GAW:prn

O.K.
MKT
12-19-19



RECEIVED BY
DEC 09 2019
Brown County
Corporation Counsel

100.016.001.5714

Michael Best & Friedrich LLP
Attorneys at Law
One South Pinckney Street
Suite 700
P.O. Box 1806
Madison, WI 53701-1806
Phone 608.257.3501
Fax 608.283.2275
www.michaelbest.com

EIN 39-0934985

David Hemery, Corporation Counsel
Brown County Corporation Counsel
Northern Building - Room 680
305 East Walnut Street
PO Box 23600
Green Bay, WI 54305-3600

Remittance for Payments:
Michael Best & Friedrich LLP
PO Box 88462
Milwaukee, WI 53288-0462

Wire Transfer Instructions
Bank Name: BMO Harris Bank, N.A.
111 W. Monroe Street, Chicago, IL 60603
ABA Routing # 071000288
Name of Acct: Michael Best & Friedrich LLP
Acct # 0024122010
SWIFT Code: HATRUS44

Invoice Date December 5, 2019
Invoice No. 1677604

Client/Matter 018236-0023 Implementation of Brown County Landfill Siting Agreement

For professional services rendered through November 30, 2019, as follows:

<u>Date</u>	<u>Timekeeper</u>	<u>Narrative</u>	<u>Hours</u>	<u>Total</u>
11/26/19	D Crass	Review and edit two letters at Mr. Haen's request, suggesting revisions to both.	0.80	\$ 468.00
Total Hours and Services			0.80	\$ 468.00
Total Services				\$ 468.00
Total Disbursements				0.00
Total This Invoice				<u>\$ 468.00</u>

Michael Best & Friedrich LLP
One South Pinckney Street, Suite 700
P.O. Box 1806
Madison, WI 53701-1806

Invoice 1677604
018236-0023
December 5, 2019
Page 2 of 2

Outstanding Invoices:

<u>Date</u>	<u>Invoice</u>	<u>Total</u>	<u>Credits</u>	<u>Balance</u>
11/6/19	1670003	\$ 1,053.00	\$ 0.00	\$ 1,053.00
12/5/19	1677604	468.00	0.00	<u>468.00</u>
Outstanding Due:				<u>1,521.00</u>

Outstanding Invoice Aging:

	0-30	31-60	61-90	91-120	121+
	1,521.00	0.00	0.00	0.00	0.00

Brown County
Attn: David Hemery
305 East Walnut Street
P.O. Box 23600
Green Bay, WI 54305-3600

Invoice Date: December 11, 2019
Invoice Number: 306171
Attorney: Andrew T. Phillips
Tax ID: 39-1576289

*For Professional Services through **November 30, 2019***

Matter: 911 Provider Contract
Matter Number: 009948-00027

Total Fees	\$	13,115.00
Total Costs	\$	<u>56.79</u>
Total Due This Invoice	\$	13,171.79

Time Detail

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
10/02/19	SLN		0.40	136.00
10/03/19	SLN		2.00	680.00
10/04/19	SLN		0.30	102.00
10/04/19	SLN		0.80	272.00
10/07/19	SLN		0.80	272.00
10/08/19	SLN		3.10	1,054.00
10/09/19	SLN		2.00	680.00
10/10/19	SLN		4.00	1,360.00
10/11/19	SLN		4.20	1,428.00

Brown County

Invoice Date:
Invoice Number:
Matter Number:

December 11, 2019
306171
009948-00027

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
10/14/19	SLN		3.10	1,054.00
10/15/19	SLN		3.90	1,326.00
10/15/19	ATP		0.40	130.00
10/17/19	SLN		3.50	1,190.00
10/18/19	SLN		4.10	1,394.00

Brown County

Invoice Date:
Invoice Number:
Matter Number:

December 11, 2019
306171
009948-00027

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
10/21/19	SLN		0.40	136.00
10/22/19	SLN		1.90	646.00
10/22/19	DSW		0.20	68.00
10/23/19	SLN		1.30	442.00
10/23/19	ATP		0.20	65.00

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
10/24/19	SLN		0.20	68.00
10/24/19	SLN		0.10	34.00
10/24/19	SLN		0.10	34.00
10/25/19	SLN		0.20	68.00
10/25/19	SLN		0.20	68.00
10/25/19	SLN		0.20	68.00
10/25/19	SLN		0.20	68.00
11/08/19	SLN		0.30	102.00
11/15/19	SLN		0.10	34.00
11/25/19	SLN		0.10	34.00
11/26/19	SLN		0.30	102.00
Total Fees			38.60	\$13,115.00

Timekeeper Summary

<u>Name</u>	<u>Timekeeper Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Steven L. Nelson	Shareholder	37.80	340.00	12,852.00
Daniel S. Welytok	Shareholder	0.20	340.00	68.00
Andrew T. Phillips	Shareholder	0.60	325.00	195.00
Total		38.60		\$13,115.00

Cost Detail

<u>Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>
10/31/19		1.00	16.39
10/15/19		404.00	40.40
Total Costs			\$56.79

Brown County

Invoice Date:

December 11, 2019

Invoice Number:

306171

Matter Number:

009948-00027

Matter Total

\$13,171.79

Brown County
Attn: David Hemery
305 East Walnut Street
P.O. Box 23600
Green Bay, WI 54305-3600

Invoice Date: December 11, 2019
Invoice Number: 306171
Attorney: Andrew T. Phillips
Tax ID: 39-1576289

For Professional Services through November 30, 2019

Matter: 911 Provider Contract
Matter Number: 009948-00027

Total Fees	\$	13,115.00
Total Costs	\$	<u>56.79</u>
Total Due This Invoice	\$	13,171.79

BOARD OF SUPERVISORS

Brown County



BROWN COUNTY
BOARD OF SUPERVISORS
GREEN BAY, WISCONSIN

Meeting Date:

18 Dec 15

Agenda No.:

Exec Cmt

Motion from the Floor

I make the following motion:

To have all standing committees use the
public comment form for public comments

Signed:

[Signature]

District No.

21

(Please deliver to County Clerk after motion is made for recording into minutes.)

BOARD OF SUPERVISORS

Brown County



BROWN COUNTY
BOARD OF SUPERVISORS
GREEN BAY, WISCONSIN

Meeting Date:

18 Dec 19

Agenda No.:

Exec Cmt

Motion from the Floor

~~I make the following motion:~~

To have all standing committees
meet @ in the Northern Bldg for all
meeting starting in January 1980
be made for field trips

Signed:

[Signature]

District No.

21

(Please deliver to County Clerk after motion is made for recording into minutes.)



**BROWN COUNTY
BOARD OF SUPERVISORS
COURT HOUSE
GREEN BAY, WISCONSIN**

BROWN COUNTY BOARD OF SUPERVISORS

Meeting Date: December 18, 2019

Agenda No. : Late Communication

For Referral to the Exec Committee to consider the below Resolution to declare Brown County a Second Amendment Sanctuary County

For the Brown County Board of Supervisors to consider the following Resolution:

WHEREAS, the Right of the People to Keep and Bear Arms is guaranteed as an Individual Right under the Second Amendment to the United States Constitution and under the Constitution of the State of Wisconsin, Article 1, Section 25 — "The people have the right to keep and bear arms for security, defense, hunting, recreation or any other lawful purpose", and;

WHEREAS, the Right of the People to Keep and Bear Arms for defense of Life, Liberty, and Property is regarded as an inalienable Right by the People of Brown County Wisconsin, and;

WHEREAS, the People of Brown County, Wisconsin derive economic benefit from all safe forms of firearms recreation, hunting, and shooting conducted within Brown County using all types of firearms allowed under the United States Constitution and the Constitution of the State of Wisconsin, and;

WHEREAS, Brown County Board Supervisors being elected to represent the People of Brown County, are duly sworn by their Oath of Office to uphold the United States Constitution and the Constitution of the State of Wisconsin, and;

WHEREAS, Wisconsin State Senators and State Representatives are also duly sworn by their Oath of Office to uphold the United States Constitution and the Constitution of the State of Wisconsin, and;

WHEREAS, legislation is currently being considered and expected to be proposed by both the Wisconsin State Legislature and Federal Legislature that seeks to infringe on the Constitutionally protected Right of citizens to Keep and Bear Arms;

THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby declares Brown County to be a Second Amendment Sanctuary County.

BE IT FURTHER RESOLVED that the Brown County Board of Supervisors does hereby oppose the enactment of any legislation that would infringe upon the Right of the People of Brown County to keep and bear arms, consider such laws to be unconstitutional, beyond lawful legislative authority, and affirms its support of the Sheriff to exercise sound discretion to not enforce against any citizen any unconstitutional firearms law.

BE IT FURTHER RESOLVED that the Brown County Board of Supervisors will not appropriate any funds for any enforcement of unconstitutional firearms laws against the People of Brown County or arbitrarily tax firearms or ammunition in any way that, in effect, would infringe on law abiding Brown County Citizens' Constitutional Right to keep and bear arms.

Signed: 

District No.: 20

5

BOARD OF SUPERVISORS

Brown County



BROWN COUNTY
BOARD OF SUPERVISORS
GREEN BAY, WISCONSIN

Meeting Date:

12-18-19

Agenda No.:

Motion from the Floor

I make the following ~~motion~~ communication

DIRECT CORP-COUNSEL TO LOOK INTO
STARTING A CLASS ACTION SUIT REGARDING
VAPING & YOUTH VAPING.

IF THIS MOVES FORWARD WE SHOULD
LOOK TO INCLUDE ADDITIONAL WISC.
COUNTIES TO BECOME INVOLVED.

Signed:

District No.

7

(Please deliver to County Clerk after motion is made for recording into minutes.)

REFER TO EX Com

Brown County Board of Supervisors

Internal Audit

Budget Status Report (Unaudited)

11/30/19

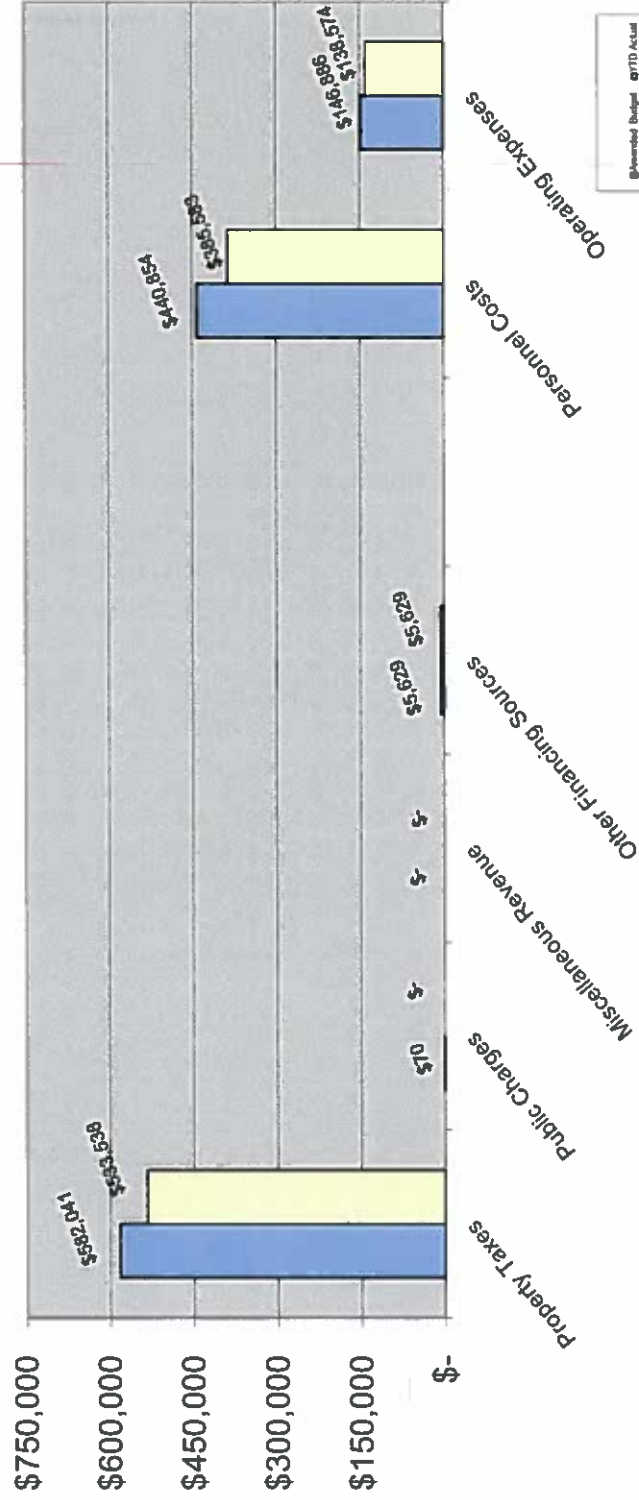
	Amended Budget	YTD Actual	YTD Percentage	Comments:
Property Taxes	\$ 582,041	\$ 533,538	91.7%	
Public Charges	\$ 70	\$ -	0.0%	
Miscellaneous Revenue	\$ -	\$ -	#DIV/0!	
Other Financing Sources	\$ 5,629	\$ 5,629	100.0%	(1)
Personnel Costs	\$ 440,854	\$ 385,583	87.5%	
Operating Expenses	\$ 146,886	\$ 138,574	94.3%	(2)

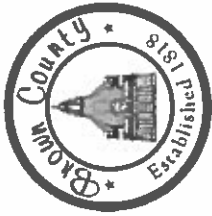
Comments:

(1) Other Financing Sources - Includes a \$1,300 carryover (i.e., Veterans' Recognition Subcommittee donation) and \$4,329 in wage increases for 2019.

(2) Operating Expenses - Mainly reflects expenses paid for audit fees (\$81,200), WCA dues (\$27,148) and NACo dues (\$4,960). Also, YTD travel and training is over budget by approximately \$200.

Board of Supervisors - November 30, 2019





Board of Supervisors

Through 11/30/19
Prior Fiscal Year Activity Included
Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd	Prior Year Total
Fund 100 - General Fund									
REVENUE									
Property taxes ✓	582,041.00	.00	582,041.00 ✓	48,503.42	.00	533,537.62 ✓	48,503.38	92 ✓	560,909.00
Public Charges ✓	70.00	.00	70.00 ✓	.00	.00	.00 ✓	70.00	0 ✓	86.26
Miscellaneous Revenue ✓	.00	.00	.00 ✓	.00	.00	.00 ✓	.00	+++ ✓	16.00
Other Financing Sources ✓	.00	5,629.00	5,629.00 ✓	.00	.00	5,629.00 ✓	.00	100 ✓	20,654.00
REVENUE TOTALS	\$582,111.00	\$5,629.00	\$587,740.00	\$48,503.42	\$0.00	\$539,166.62	\$48,573.38	92%	\$581,665.26
EXPENSE									
Personnel Costs ✓	436,525.00	4,329.00	440,854.00 ✓	49,003.48	.00	385,583.06 ✓	55,270.94	87 ✓	419,965.09
Operating Expenses ✓	145,586.00	1,300.00	146,886.00 ✓	1,790.64	.00	138,574.38 ✓	8,311.62	94 ✓	138,710.71
EXPENSE TOTALS	\$582,111.00	\$5,629.00	\$587,740.00	\$50,794.12	\$0.00	\$524,157.44	\$63,582.56	89%	\$558,675.80
Fund 100 - General Fund Totals									
REVENUE TOTALS	582,111.00	5,629.00	587,740.00	48,503.42	.00	539,166.62	48,573.38	92%	581,665.26
EXPENSE TOTALS	582,111.00	5,629.00	587,740.00	50,794.12	.00	524,157.44	63,582.56	89%	558,675.80
Fund 100 - General Fund Totals	\$0.00	\$0.00	\$0.00	(\$2,290.70)	\$0.00	\$15,009.18	(\$15,009.18)		\$22,989.46
Grand Totals									
REVENUE TOTALS	582,111.00	5,629.00	587,740.00	48,503.42	.00	539,166.62	48,573.38	92%	581,665.26
EXPENSE TOTALS	582,111.00	5,629.00	587,740.00	50,794.12	.00	524,157.44	63,582.56	89%	558,675.80
Grand Totals	\$0.00	\$0.00	\$0.00	(\$2,290.70)	\$0.00	\$15,009.18	(\$15,009.18)		\$22,989.46

BOARD OF SUPERVISORS

Brown County



305 E. WALNUT STREET
P. O. BOX 23600

GREEN BAY, WISCONSIN 54305-3600

Phone (920) 448-4014 Fax (920) 448-6221

E-mail: Danny.Process@browncountywi.gov

DAN PROCESS
INTERNAL AUDITOR

Date: December 30, 2019

To: Executive Committee

From: Dan Process, Internal Auditor

Re: Status Update (December 1 – December 31, 2019)

Listed below is a summary of the projects, duties and other miscellaneous activities completed or in-progress for the period indicated.

1. Projects
 - a. In-progress: 2019 Year-End Petty Cash and Cash on Hand Review
 - b. In-progress: Position Budgeting Review
2. Standard Monthly Duties
 - a. Review – Clerk of Courts Bank Reconciliation
 - b. Preparation & Review – Bills over \$5,000 Report
 - c. Preparation & Review – Committee Paid Bills Report
3. Other Miscellaneous Activities
 - a. Inquiries, Questions and/or Requests from County Board Supervisors/Department Head's
 - b. Agenda preparation for the December 16, 2019 Ed & Rec, Land Conservation, Special PD&T and Regular PD&T meetings.
 - c. Benefits Advisory Committee

If you have any questions regarding this information, please contact me at your convenience.

Thank you.

BOARD OF SUPERVISORS

Brown County



305 E. WALNUT STREET
P. O. BOX 23600

GREEN BAY, WISCONSIN 54305-3600

Phone (920) 448-4014 Fax (920) 448-6221

E-mail: process_dj@co.brown.wi.us

DAN PROCESS
INTERNAL AUDITOR

Date: December 30, 2019

To: Executive Committee

From: Dan Process, Internal Auditor

Re: 2019 Audit Plan (Status Update)

Listed below is my work plan for 2019. Each project notes the department/area affected, activity/objective to be achieved, estimated time required to complete and estimated project duration. Please note that this plan is subject to change as a result of the audits/reviews being conducted or new or urgent issues that may occur during the year.

2019 Projects:

1. General County

- **Verify the accuracy of the County's internal list of bank accounts**
- **Estimated Time: 1-2 months**
- **Duration: 2 months**
 - A list of the County's internal bank accounts has been compiled. The next phase is to determine how to best confirm these accounts and how to identify any possible accounts not reflected on this list.

2. General County

- **Audit department(s) for compliance with the County's Monetary Receipts, Disbursements and Deposits Policy**
- **Estimated Time: 2-3 months**
- **Duration: 12 months**
 - Scheduled review of the Museum was put on hold due to staff availability.

3. General County

- **Research data mining opportunities within the County for potential audit review/testing**
- **Estimated Time: On-going**
- **Duration: 12 months**
 - On-going

4. County Board

- **Assist County Board Supervisors with review of the annual County budget**
- **Estimated Time: 1-2 months**
- **Duration: 2 months**
 - Completed

5. General County

- **Coordinate review of RFP vendor appeals filed**
- **Estimated Time: Unknown (Dependent on the number of appeals received)**
- **Duration: 12 months**
 - Issued: Vendor Appeal – Request for Quote (RFQ) 2264 Waste Management and Recycle Disposal Services memo dated January 14, 2019.

6. General County

- **Address internal control issues/concerns**
 - Issued: Health & Human Services (HHS) Expense Reimbursement Requests Review memo dated February 21, 2019.
 - In-progress: Position Budgeting Review
- **Address tips received through the anonymous tip line (1)**
- **Satisfy requirements associated with open records requests received**
 - Requests Received: February 14, February 20, June 24, October 24 and December 16, 2019.
- Estimated Time: Unknown (Dependent on the number of issues/concerns, tips and/or open records requests received)
- Duration: 12 months

7. County Board

- **Conduct special/research projects for County Board Supervisors at the direction of the County Board Chair and/or Executive Committee (None)**
- Estimated Time: Unknown (Dependent on the number/type of projects assigned)
- Duration: 12 months

8. County Board – Standard Monthly Responsibilities

- **Provide monthly status updates (January thru December 2019)**
- **Review of Clerk of Courts bank reconciliation (January thru November 2019)**
- **Review of County wide financial statements (January thru November 2019)**
- **Review of County Board financial statements and preparation of report for Executive Committee (January thru November 2019)**
- **Distribute Committee Level Paid Bills Report (January thru November 2019)**
- **Prepare and review report of County payments greater than \$5,000 (January thru November 2019)**
- Estimated Time: 1 month
- Duration: 12 months

9. County Board – Standard Quarterly Responsibilities

- **Perform audit follow-up on prior recommendations and communicate status updates**
- Estimated Time: 1 month
- Duration: 12 months
 - Pending Follow-Up: Veterans' Emergency Assistance – Gift Cards (*Note: Follow-up will be completed in January 2020.*)
 - Pending Follow-Up: Brown County Review of the Drug Abuse Resistance Education (D.A.R.E.) Program Checking Account (*Note: Follow-up request sent on December 16, 2019 to determine status.*)

10. Other

- Issued: 2018 Petty Cash & Cash on Hand Report 4th Quarter Review dated June 28, 2019.
- Issued: Brown County Drug Abuse Resistance Education (D.A.R.E.) Program Checking Account Report dated July 31, 2019
- Worked with Child Support in identifying a potential process for increasing child support collections.
- Benefits Advisory Committee Secretary (02/14/19, 03/14/19, 06/27/19, 07/26/19, 09/12/19, 10/03/19 and 12/12/19).

January 15, 2020

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**RESOLUTION TO APPROVE ELECTRIC LINE EASEMENT
REGARDING THE FOX RIVER STATE TRAIL**

WHEREAS, Brown County ("County") is the holder of a Trail Management Easement interest regarding the Fox River State Recreational Trail ("Trail"). Said easement interest affords the Brown County Parks Department ("Trail Manager") the ability to construct, develop, maintain and operate the Trail; and

WHEREAS, in accordance with said Trail Management Easement, as well as other documents relating thereto, the County is required to consent to any additional easements/access permits/agreements granted by the Owner of the Trail, i.e., the Wisconsin Department of Natural Resources ("DNR"), provided that the Trail Manager, who has final authority over issues relating to the management of the Trail corridor, is notified and consulted with in advance; and

WHEREAS, upon due notification to and consultation with the Trail Manager, the DNR desires to enter into a Underground Electric Line and Line Easement ("Easement"), attached hereto and incorporated herein by reference, with Wisconsin Public Service Corporation ("Permittee") as the Permittee desires a permanent easement upon, within and beneath Trail; and

WHEREAS, pursuant to the Easement, Wisconsin Public Service Corporation as Permittee, is required to submit a construction plan to the Trail Manager, and may not begin work regarding said construction plan unless and until written approval from the Trail Manager is granted and received. The Permittee is also required to obtain all necessary permits, approvals, and licenses prior to starting work, and to comply with all applicable federal, state, and local laws, rules and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby consents to the attached Easement between the Wisconsin Department of Natural Resources and Wisconsin Public Service being entered into, and hereby authorizes and directs the Brown County Executive to execute the Easement, indicating the County's acceptance of and consent to the terms and conditions of the Easement.

Fiscal Note: This resolution does not require an appropriation from the General Fund.

Respectfully submitted,

EDUCATION & RECREATION
COMMITTEE
EXECUTIVE COMMITTEE

Approved By:

TROY STRECKENBACH
COUNTY EXECUTIVE

Date Signed: _____

20-001R

Authored by Parks Department

Final Draft Approved by Corporation Counsel

BOARD OF SUPERVISORS ROLL CALL # _____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
SIEBER	1				
DE WANE	2				
NICHOLSON	3				
HOYER	4				
GRUSZYNSKI	5				
LEFEBVRE	6				
ERICKSON	7				
BORCHARDT	8				
EVANS	9				
VANDER LEEST	10				
BUCKLEY	11				
LANDWEHR	12				
DANTINNE, JR	13				

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
BRUSKY	14				
BALLARD	15				
KASTER	16				
VAN DYCK	17				
LINSEN	18				
KNEISZEL	19				
DESLAURIERS	20				
TRAN	21				
MOYNIHAN, JR.	22				
SUENNEN	23				
SCHADEWALD	24				
LUND	25				
DENEYS	26				

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

PARKS

Brown County

P.O. BOX 23600
GREEN BAY, WI 54305-3600



Matt Kriese

PHONE: (920) 448-6242 FAX: (920) 448-4054

ASSISTANT PARKS DIRECTOR

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 11/13/2019

REQUEST TO: Education and Recreation Committee
Executive Committee

MEETING DATE: 12/16/2019, 1/6/2020

REQUEST FROM: Matt Kriese

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION TO APPROVE UNDERGROUND ELECTRIC LINE EASEMENT
AGREEMENT

ISSUE/BACKGROUND INFORMATION:

The WI DNR is the owner of the Fox River Trail, and the County holds a Trail Management Easement. This resolution authorizes the County to approve two permanent 12 foot wide easements for Wisconsin Public Service Corporation to install, operate, maintain, repair, remove and replace five electric lines under the trail in the City of De Pere near Heritage Road.

ACTION REQUESTED:

Request to Approve this Resolution

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$0
2. Is it currently budgeted? ☐ Yes ☐ No ☒ N/A (if \$0 fiscal impact)
 - a. If yes, in which account? _____
 - b. If no, how will the impact be funded? _____
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.

x COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

Document Number

Document Title

State of Wisconsin
Department of Natural Resources
Box 7921
Madison, WI 53707

**UNDERGROUND
ELECTRICAL LINE EASEMENT**

Wis. Stat. s. 23.09(10) and 27.01(2)(g)
Form 2200-15

THIS UNDERGROUND ELECTRIC LINE AND NATURAL GAS LINE EASEMENT (hereinafter referred to as the "Easement") made by and between the State of Wisconsin Department of Natural Resources (hereinafter referred to as the "Grantor") and Wisconsin Public Service Corporation, a Wisconsin corporation (hereinafter referred to as the "Grantee").

Base document - SMRP 9808
Updates provide from CE 9811

RECITALS

WHEREAS, the Grantor is the owner of the former Wisconsin Central, Ltd., railroad corridor known today as the "Fox River State Trail" (hereinafter referred to interchangeably as either the "Trail" or the "Premises");

Recording Area

Return: Department of Natural Resources
Bureau of Facilities & Lands - LF/6
P.O. Box 7921
Madison, WI 53707-7921
Attn: Closing Officer (CE-)

Parcel Identification Number (PIN)

ED-F0086

WHEREAS, the Grantee desires to install, operate, maintain, repair, remove, and replace five (5) underground electrical lines providing 24.9kVA, of which four (4) lines are #1 AL jacketed 14kV primary wires within a 2-inch and 3-inch HDPE conduit and one (1) 750 AL line within a 4-inch HDPE conduit on a portion of the Premises (hereinafter referred to as the "Easement Area"), described as follows:

Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin

Section 34: Part of the Northwest (NW ¼) Quarter of the Northwest (NW ¼) Quarter and Northeast (NE ¼) Quarter of the Northwest (NW ¼) Quarter of said Section 34, more particularly described as follows:

A 12-foot-wide utility corridor, the centerline of Easement A of which is described as follows:

Commencing at the North ¼ Corner of Section 34, Township 23 North, Range 20 East; City of De Pere, Brown County, Wisconsin; Thence S00°55'36"W along the East line of the Northwest ¼, said Section 34, a distance of 791.29 feet to the Northerly right of way line of Heritage Road, a.k.a. CTH X; Thence N89°32'39"W, along said Northerly right of way line, 1313.64 feet to the Easterly right of way line of the Trail; Thence N11°04'24"E, along said Easterly right of way line, 6.10 feet to the POINT OF BEGINNING; Thence N89°32'39"W, 100.72 feet to the Westerly right of way line of the Trail and the POINT OF TERMINATION; AND

A 12-foot-wide utility corridor, the centerline of Easement B of which is described as follows:

Commencing at the North ¼ Corner of Section 34, Township 23 North, Range 20 East; City of De Pere, Brown County, Wisconsin; Thence S00°55'36"W along the East line of the Northwest ¼, said Section 34, a distance of 791.29 feet to the Northerly right of way line of Heritage Road, a.k.a. CTH X; Thence N89°32'39"W, along said Northerly right of way line, 1313.64 feet to the Easterly right of way line of the Trail; Thence S11°04'24"W, along said Easterly right of way line, 81.39

feet to the Southerly right of way line of Heritage Road, a.k.a. CTH X; Thence continuing S11°04'24"W, along said Easterly right of way line, 6.10 feet to the POINT OF BEGINNING; Thence N89°32'39"W, 100.72 feet to the Westerly right of way line of the Trail and the POINT OF TERMINATION.

The Easement Area is 201.44 feet in total length, 0.06 acres in size, and is shown on attached Exhibit "A".

NOW, THEREFORE, the undersigned Grantor does hereby grant and convey to the Grantee, and its corporate successors in interest, for and in valuable consideration of the sum of Five Hundred and Four Dollars (\$504.00), receipt and sufficiency of which are hereby acknowledged by the Grantor, this permanent non-exclusive Easement allowing Grantee to install, maintain, inspect, operate, repair, remove, replace, and/or abandon in place, under, across, and through the above-described Easement Area, an underground electrical distribution utility line (hereinafter referred to as the "underground electrical line"), including all necessary conduit, wire, cables, junction boxes, testing terminals, and other appurtenant equipment as deemed necessary by the Grantee for the transmission and distribution of electrical energy (all of the foregoing collectively, the "Facilities").

It is understood by the Grantor and the Grantee that this grant of non-exclusive Easement is subject to the following conditions:

1. The Grantee and the Grantor confirm and agree that the recitals set forth above are true and correct and incorporate the same herein for all purposes.
2. Brown County is the owner and holder of a Trail Management Easement on the Premises for the construction, development, maintenance and operation of the trail by the Brown County Parks Department (hereinafter referred to as the "Trail Manager"). When notification is required herein, the Trail Manager instead of the Grantor shall be the point of contact regarding the installation, use and maintenance of the underground electrical line, as the Trail Manager has control and authority over issues relating to the management of the Trail.
3. The Grantor grants and conveys to Grantee a permanent non-exclusive Easement for the installation, construction, operation, inspection, maintenance, repair, removal, replacement and/or abandonment in place of the Facilities within the Easement Area. Any additional lines, conduits, structures, or replacements other than those described herein, will require the prior written approval of the Grantor, and may require a new easement or an expansion of the Easement Area (provided such expansion is mutually agreeable to the Grantor and the Grantee). The underground electrical line shall be installed by directional boring under the Easement Area at a minimum depth of 10 feet or such sufficient depth that is in accordance with the standards of the National Electric Safety Code.
4. This conveyance is subject to reactivation for rail service; therefore, the Grantee and its successors and assigns are restricted from materially changing the grade or topography of the property for any reason and also prohibited from constructing, installing, or removing anything which violates the published practices and procedures of the American Railway Engineering and Maintenance-of-Way Association (AREMA) (or its successor(s)), from taking any action that would make such reactivation impracticable, and from allowing installation of any facility that does not conform to AREMA-required standards or clearances. The underground utility lines shall be installed by directional boring under the Trail. The Grantee shall insure its installation and use of the easement conforms with the standards, practices, procedures, and clearances established by the National Electric Safety Code, National Fuel Gas Code, and AREMA, as well as the standards set forth by the railroad company with restoration authority over the property.
5. This Easement is limited to the Grantee and is not transferrable to a third-party, except after written

notification and consent of Grantor provided, however, that Grantee may assign this Easement to its affiliate with notice to Grantor. For purposes of this section, "affiliate" means any entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with Grantee. The Grantee will not have the right to allow additional physical co-location of facilities by unaffiliated third parties without the prior written consent from the Grantor, which may require an amendment to the Easement.

6. The Easement shall be non-exclusive, and the Grantor may use the Easement Area(s) and may lease or convey other easements to one or more other person(s), company(ies) or other entity(ies); provided that any such subsequent use, lease or conveyance shall not interfere with the Grantee's rights.
7. Grantee shall submit a written notification of project commencement to Grantor's Trail Manager at least 5 working days prior to initiation of any tree and brush clearing, installation, construction, maintenance, repair, removal or replacement work on the Easement Area. The Grantee shall receive approval from the Grantor's Trail Manager prior to commencing any project. If an emergency arises within the Easement Area(s) requiring immediate action by the Grantee, the Grantee shall immediately notify the Grantor's Trail Manager that an emergency exists and that the Grantee is proceeding to correct the emergency situation.
8. Grantor grants to the Grantee the right to enter upon the Grantor's Premises outside of the Easement Area for the purpose of gaining access to the Easement Area for the purpose of installing, operating, maintaining, repairing, removing, replacing or abandoning the underground electric lines and for the performance of any and all other such acts necessary for the proper installation, operation maintenance, repair, removal and replacement of said underground electric lines.
9. Grantee may cut, trim and remove any of Grantor's brush, trees, logs, stumps or branches which by reason of their proximity may endanger or interfere with the said underground utility lines or the operation thereof. Any such undertakings shall be done with the prior written approval and under the supervision of the Trail Manager. Accepted arborist pruning/removal and equipment practices must be adhered to and all waste debris, stumps and slash must be removed and disposed of by the Grantee in a manner acceptable to the Trail Manager off site before project completion. When the removal of a tree is permitted, the stump shall be cut flush with the ground or be removed. All trees having a commercial value, including firewood, shall be cut in standard lengths and piled conveniently by the Grantee, for disposal, by sale or otherwise, by the Trail Manager.
10. All signage placed by the Grantee for purposes of project activities shall have prior written approval from the Grantor.
11. The Grantee shall maintain the Easement Area in a decent, sanitary, and safe condition during construction, installation, operation, maintenance, repair, removal and replacement, and at no time shall the Grantee allow its work to cause a hazard or unsafe conditions on the Easement Area.
12. The Grantee is responsible for determining if there are any existing utility lines located within the Easement Area. Grantee is responsible for any and all damages, costs or liabilities that result from damages caused by the Grantee to existing utility lines located within the Easement Area.
13. This Easement does not relieve Grantee from the responsibility to comply with all applicable federal and state laws and local ordinances affecting the design, materials or performance of the permitted activity and does not supersede any other governmental requirements for plan approval or for authority to undertake the permitted activity or exercising any other rights granted herein.

14. The Grantee shall restore the Easement Area in a timely workmanlike manner consistent with the condition of the Easement Area prior to such entry by the Grantee or its employees or agents. This restoration requirement, however, does not apply to the initial installation or construction of the Facilities on the Easement Area as it relates to any trees, bushes, branches or roots removed for initial installation or construction, or which subsequently may interfere with the Grantee's use of the Easement Area or create an unsafe condition.
15. Grantee shall take extreme care to avoid disturbing other facilities on the Easement Area, including drainage and wetlands, if any. All water regulations must be permitted and followed accordingly. No work may be done that encourages water to drain onto the Grantor's adjoining land.
16. The Grantee agrees not to violate any term or condition stated herein. In the event of a violation, the Grantor will give written notice to the Grantee of the violation(s) and the Grantee will have 30 days to cure the violation(s); provided, however, that in the event that the cure of such violation cannot be accomplished within such 30-day period despite diligent and continuing efforts by the Grantee, the time to cure the violation may be extended for a reasonable amount of time to permit the Grantee to complete the cure. In the event the violation(s) has not been cured to the reasonable satisfaction of the Grantor within the time frame allowed, the Grantor, at the Grantor's discretion, shall have the right to declare this Easement terminated, and shall have the right to take full control of the Easement Area, without hindrance or delay, and may use its legal remedies for recovery from the Grantee of all damages caused by the violation of this Easement by the Grantee.
17. The Easement shall automatically terminate, without right of reentry, upon:
 - a. Grantee's express abandonment of the Easement Area(s); or
 - b. An implied abandonment as evidenced by the non-use by Grantee of the Easement Area(s) for utility purposes for a consecutive period of 2 years.
18. The Grantor shall not plant any trees within the Easement Area that may interfere with the Grantee's easement. The Grantor agrees that no structures or above ground improvements (not including trails, driveways, roadways or parking lots which are not prohibited), obstructions or impediments of whatever kind or nature will be constructed, placed, granted or allowed within the Easement Area. Except as otherwise allowed herein, the Grantor further agrees that the elevation of the existing ground surface of land within the Easement Area will not be altered by more than 6 inches without the prior written consent of the Grantee.
19. The Grantee assumes and agrees to protect, indemnify and save harmless the Grantor, agents, officers and employees from and against any and all claims, demands, suits, liability and expense by reason of loss or damage to any property or bodily injury including death, arising directly or indirectly from:
 - a. The construction, installation, operation, maintenance, existence, use, repair, removal and replacement of the underground utility lines;
 - b. Any defect in the underground utility lines or failure thereof;
 - c. Any act or omission of the Grantee, its agents or employees while on or about the Easement Area(s) or any of Grantor's adjoining land;
 - d. Grantee's exercise of any and all rights, duties and responsibilities granted by this Easement;
 - e. Any defect of insufficiency of title or authority of the Grantor to convey this Easement;
20. The Grantee may, at its sole discretion, self-insure up to \$5,000,000. A certificate to that effect shall be provided upon request.

21. All notices or other writings this easement requires to be given, or which may be given, to either party by the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, prepaid and addressed as follows:
 - a. To the Grantor: Wisconsin Department of Natural Resources, Bureau of Facilities and Lands, WDNR, 101 South Webster Street, Madison, WI 53707. Phone Number (608) 266-2136.
 - b. To the Trail Manager: Brown County Park Department, PO Box 23600, Green Bay, WI 54305 Phone Number: 920-448-4464.
 - c. To the Grantee: Manager of Real Estate Services, Wisconsin Public Service Corp., P.O. Box 19001, Green Bay, WI 54307. Phone Number: (800) 450-7260.
 - d. The address to which any notice, demand, or other writing may be given, made or sent to any party as above provided may be changed by written notice given by such party as above provided.
22. The Grantor retains management, supervision and control over the Easement Area(s) for the purpose of enforcing Chapter NR 45, Wis. Adm. Code, which governs the conduct of visitors to state lands and provides for the protection of the natural resources, as well as other pertinent state laws, when needed to protect the Easement Area(s) or the general public.
23. The Grantor does not represent or warrant that title to the Easement Area(s) is free and clear of all encumbrances or that it will defend the Grantee in its peaceful use and occupancy of the Easement Area(s).
24. In event of a necessary relocation of the underground utility lines, whether initiated by the Grantor, a Railroad with an interest in the Trail, the Grantee, or any other entity, the costs associated with relocating the utility shall be borne by the Grantee.
25. This Easement shall be binding on the parties hereto and their successors and assigns, as limited by condition 6, above.
26. This Easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
27. This Easement sets forth the entire understanding of the Grantor and the Grantee and may not be changed except by a written document executed and acknowledged by the Grantor and the Grantee.
28. If any term or condition of this Easement shall be deemed invalid or unenforceable, the remainder of this Easement shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
29. Enforcement of this Easement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Easement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party to the extent authorized by law.
30. Additional Terms and Conditions specifically pertinent to this Easement will be valid if enumerated below:
 - a. Relating to installation, construction, operation, maintenance, and replacement work within the Easement Area, work shall be completed as follows:
 - i. Other than as otherwise permitted herein, the Trail should remain open for public use at all times. Trail closures will not be allowed during snowmobile season and may not be allowed at certain times during bicycling season depending on planned events, activities, or volume of use. All

- closures must be coordinated with the Trail Manager. Any trail closure of more than 1 day may be done only with prior written permission of the Trail Manager.
- ii. If the Trail must be blocked at any time due to safety, a flag person must be present or appropriate signage must be installed such that trail users are informed of the blockage and an acceptable detour (if needed) must be provided by the Grantee so users can pass through safely. Grantee shall not use the trail right-of-way for backing of any equipment unless a flag person is present and directing trail traffic.
 - iii. Warning signs, lights, or such other safety markers as necessary shall be placed informing trail users of any construction work or as otherwise directed by the Trail Manager.
 - iv. If needed, as determined by the Trail Manager, Grantee shall place passable barricades at entry points for trail users that require trail users to substantially reduce their speed and proceed single file. Barricade points must include signs stating that construction activities are taking place along the trail, listing a reduced speed limit, and indicating 2-way, single-file traffic.
 - v. All excavated open holes must be adequately marked at all times by the Grantee and warning signs must be placed and maintained by Grantee a safe distance ahead in both directions.
 - vi. All excavated holes shall be filled in and made level with the original grade by the Grantee prior to project activity completion.
 - vii. Insofar as is practicable and when the Grantor requests other than during the initial construction or due to an emergency situation, the Grantee shall schedule any construction work in an area used for recreational purposes at times when the ground is frozen in order to prevent or reduce soil compaction. All work will be conducted to minimize soil disturbance. All rutting will be repaired, and the Premises restored as promptly as possible by Grantee following its work. If soils are not frozen or stable to a point that avoids rutting, timber mats, mud tracks, or equivalent must be utilized to access installation, construction, maintenance, or replacement locations.
 - viii. Any and all ground settling, or trail surface damage caused by the exercise of the Grantee's rights within a 2-year period from the date of installation or any maintenance is the sole responsibility of the Grantee and must be restored or repaired to pre-construction or better conditions using the same type and quality materials as approved by the Trail Manager. Upon failure to perform by the Grantee within 20 days of notification by the Trail Manager of needed repairs or restoration, repairs or restoration may be contracted by the Trail Manager and the Grantee shall be liable for all costs associated with such repairs and restoration.
 - ix. Grantee shall not park or store any vehicles or equipment on the Trail at any time unless authorized in writing by the Trail Manager.
- b. Conveyance of this Easement may be encumbered by federal or state railroad interest and subject to future restoration and reconstruction of the right-of-way for rail purposes consistent with Section 208 of the National Trails System Act Amendment of 1983, Publ. L. No. 98-11 (16 U.S.C. 1247(d)) or Wis. Stat. s. 85.09, including possible termination of this Easement, and subject to reservations, exceptions and leases, agreements and permits authorized by the former railroad company or the Owner prior to the execution of this Easement. The Grantor shall provide written notice of the necessity for the reestablishment of railroad, which may result in the termination of this Easement upon the discretion of the railroad. The Grantee shall: (1) not materially change the grade or topography of the Easement Area (s); (2) not construct and install or remove any permanent improvement which violates American Railway Engineering and Maintenance-of-Way Association ("AREMA"), or its successors, published practices and procedures or would make such reestablishment of railroad impracticable; and (3) not allow the installation of any facility, above or below grade that does not conform to AREMA's standards or clearances for railroad.
 - c. If any portion of the Trail is damaged or destroyed by the Grantee, the Grantee shall be solely responsible to repair and restore the damaged area in a timely, workmanlike manner consistent with the original condition of said crossing at the beginning of this Easement. The Grantee agrees to reimburse the Grantor for any property damage to the Grantor's subject property that may arise from the construction,

maintenance, or use of the crossing on the Grantor's described lands.

- d. Use of pesticides and herbicides shall only be allowed with the prior written permission of the Grantor which shall not be unreasonably withheld, delayed or denied. Any pesticides or herbicides used as part of a management plan must conform to the Forest Stewardship Council list found at <https://ic.fsc.org/en/our-impact/program-areas/forest-program/pesticides>. Grantee shall report to the Grantor (i.e. property manager and the DNR Pesticide Use Team), at least annually, the chemicals that will and have been applied on the Premises and the Easement Area(s), including the date, product trade name, active ingredient(s) and corresponding CAS number(s), purpose, rate, location with a map, total area treated and total amount of chemicals.

END OF CONDITIONS

DRAFT

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on its behalf this _____ day of _____, 2019.

State of Wisconsin
Department of Natural Resources
For the Secretary

By _____ (SEAL)
Terry H. Bay
Bureau Director - Facilities and Lands

State of Wisconsin)
) ss.
Dane County)

Personally came before me this _____ day of _____, 2019, the above named Terry H. Bay, Bureau Director for Facilities and Lands, State of Wisconsin Department of Natural Resources, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said Department of Natural Resources.

* Aubrey F. Johnson
Notary Public, State of Wisconsin
My Commission (expires)(is) _____

CONSENT TO EASEMENT

IN WITNESS WHEREOF, Brown County, c/o Troy Streckenbach, County Executive, Northern Building, 305 E. Walnut St., Room 120, Green Bay, WI 54301, being the holder of an easement interest which is for the construction, operation and management of the Fox River State Trail by virtue of said Easement between the State of Wisconsin Department of Natural Resources and Brown County as recorded on August 28, 2000 as Document No. 1769733 and as recorded on December 12, 2001 as Document No. 1863067 all in Brown County Records against said Premises, does hereby acknowledge, join in and consent to this underground electric line and natural gas line easement on this _____ day of _____, 2019.

Brown County

By: _____ (SEAL)
Troy Streckenbach
Brown County Executive

State of Wisconsin)
) ss.
Brown County)

Personally appeared before me this _____ day of _____ 2019, the above named Troy Streckenbach, County Executive, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity therein stated and for the purpose therein contained.

*

Notary Public, State of Wisconsin
My commission (expires) (is) _____

*Please print names

IN WITNESS WHEREOF the Grantee has agreed to and caused this easement to be executed on its behalf this _____ day of _____, 2019.

Wisconsin Public Service Corporation

By _____ (SEAL)
Kim M. Michiels – Real Estate Agent

State of Wisconsin)
) ss.
Brown County)

Personally appeared before me this _____ day of _____ 2019, the above named Kim M. Michiels – Real Estate Agent, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity therein stated and for the purpose therein contained.

* _____
Notary Public, State of Wisconsin
My commission (expires) (is) _____

* Please print name.

This instrument drafted by:
State of Wisconsin
Department of Natural Resources

EASEMENT MAP (EXHIBIT "A")

Part of the Parcel described in Brown County Register of Deeds as Document Number 1795368, being part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of and part of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 34, Township 23 North, Range 20 East, City of De Pere, County of Brown, State of Wisconsin



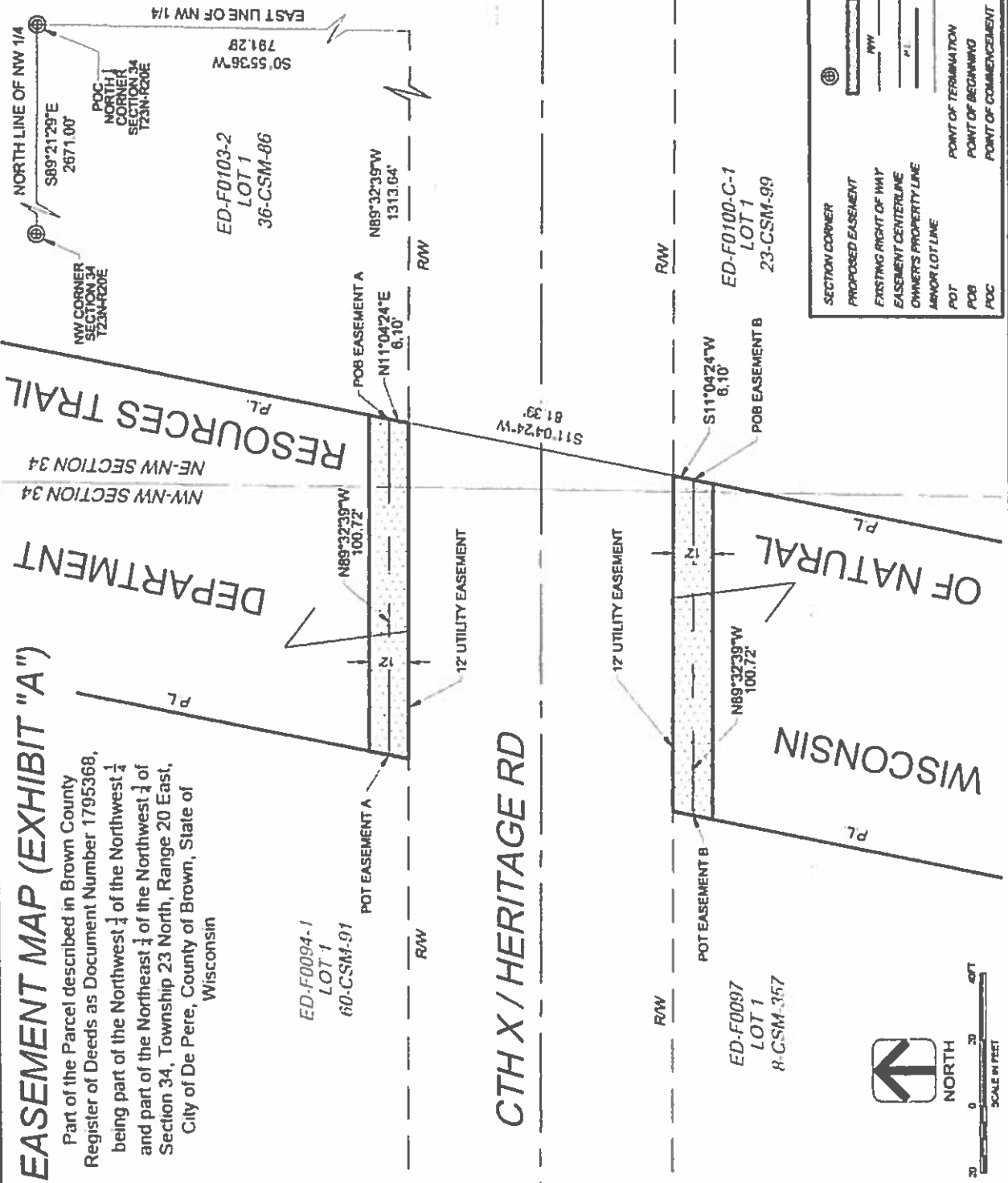
THIS DOCUMENT IS FOR THE USE OF WISCONSIN PUBLIC SERVICE CORPORATION. WISCONSIN PUBLIC SERVICE CORPORATION DISCLAIMS ALL WARRANTIES BOTH EXPRESS AND IMPLIED, AND ANY USE BY ANYONE OTHER THAN WISCONSIN PUBLIC SERVICE CORPORATION IS AT THEIR OWN RISK.

AYRES ASSOCIATES
3376 PACKERLAND DRIVE
ASHWAUBENON, WI 54115
(920) 498-1200

NOTE: BEARINGS FOR THIS MAP BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM (BROWN ZONE) NAD83(2011). DISTANCES ARE GROUND.

REVISIONS

Drawn: JMB / Ayres Associates
Date: 04/10/2019
Scale: 1" = 40'
SHEET NUMBER 1



SECTION CORNER	PROPOSED EASEMENT	EXISTING RIGHT OF WAY	EASEMENT CENTERLINE	OWNER'S PROPERTY LINE	MINOR LOT LINE	POINT OF TERMINATION	POINT OF BEGINNING	POINT OF COMMENCEMENT
1	2	3	4	5	6	7	8	9



NORTH
0 20 40
SCALE IN FEET

January 15, 2020

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

RESOLUTION TO APPROVE STATE TRAIL CONNECTOR EASEMENT

WHEREAS, Brown County ("County") is the holder of a Trail Management Easement interest regarding the Fox River State Recreational Trail ("Trail"). Said easement interest affords the Brown County Parks Department ("Trail Manager") the ability to construct, develop, maintain and operate the Trail; and

WHEREAS, in accordance with said Trail Management Easement, as well as other documents relating thereto, the County is required to consent to any additional easements/access permits/agreements granted by the Owner of the Trail, i.e., the Wisconsin Department of Natural Resources ("DNR"), provided that the Trail Manager, who has final authority over issues relating to the management of the Trail corridor, is notified and consulted with in advance; and

WHEREAS, upon due notification to and consultation with the Trail Manager, the DNR desires to enter into a Trail Connector Easement ("Easement"), attached hereto and incorporated herein by reference, with City of De Pere ("Permittee") as the Permittee desires an easement along the east side of the right-of-way which would automatically terminate with two consecutive years of non-use; and

WHEREAS, pursuant to the Easement, City of De Pere as Permittee, is required to submit a construction plan to the Trail Manager, and may not begin work regarding said construction plan unless and until written approval from the Trail Manager is granted and received. The Permittee is also required to obtain all necessary permits, approvals, and licenses

prior to starting work, and to comply with all applicable federal, state, and local laws, rules and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby consents to the attached Easement between the Wisconsin Department of Natural Resources and City of De Pere being entered into, and hereby authorizes and directs the Brown County Executive to execute the Easement, indicating the County's acceptance of and consent to the terms and conditions of the Easement.

Fiscal Note: This resolution does not require an appropriation from the General Fund.

Respectfully submitted,

EDUCATION & RECREATION
COMMITTEE

EXECUTIVE COMMITTEE

Approved By:

TROY STRECKENBACH
COUNTY EXECUTIVE

Date Signed: _____

20-005R

Authored by Parks Department

Final Draft Approved by Corporation Counsel

BOARD OF SUPERVISORS ROLL CALL # _____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
SIEBER	1				
DE WANE	2				
NICHOLSON	3				
HOYER	4				
GRUSZYNSKI	5				
LEFEBVRE	6				
ERICKSON	7				
BORCHARDT	8				
EVANS	9				
VANDER LEEST	10				
BUCKLEY	11				
LANDWEHR	12				
DANTINNE, JR	13				

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
BRUSKY	14				
BALLARD	15				
KASTER	16				
VAN DYCK	17				
LINSEN	18				
KNEISZEL	19				
DESLAURIERS	20				
TRAN	21				
MOYNIHAN, JR.	22				
SUENNEN	23				
SCHADEWALD	24				
LUND	25				
DENEYS	26				

PARKS

Brown County

P.O. BOX 23600
GREEN BAY, WI 54305-3600



Matt Kriese

PHONE: (920) 448-6242 FAX: (920) 448-4054

ASSISTANT PARKS DIRECTOR

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 12/2/2019
REQUEST TO: Education and Recreation Committee & Executive Committee
MEETING DATE: 12/16/2019 & 1/6/2020
REQUEST FROM: Matt Kriese
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION TO APPROVE UNDERGROUND ELECTRIC LINE EASEMENT AGREEMENT

ISSUE/BACKGROUND INFORMATION:

The WI DNR is the owner of the Fox River Trail, and the County holds a Trail Management Easement. This resolution authorizes the County to approve a 12-foot wide recreational connector trail to provide pedestrian access from the Pine Trail Crossing Subdivision to the Fox River State Trail. The City of De Pere will construct, operate and maintain this access path.

ACTION REQUESTED:

Request to Approve this Resolution

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$0
2. Is it currently budgeted? ☐ Yes ☐ No ☒ N/A (if \$0 fiscal impact)
 - a. If yes, in which account? _____
 - b. If no, how will the impact be funded? _____
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.

X COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

12

Document Number	Document Title
-----------------	----------------

State of Wisconsin
Department of Natural Resources
P.O. Box 7921
Madison, WI 53707

**STATE TRAIL CONNECTOR
EASEMENT**

Wis. Stats. ss. 23.09(10) and 27.01(2)(g)

Base document - CE 9716
Updated conditions - LaTS 37422

THIS STATE TRAIL CONNECTOR EASEMENT, ("Easement")
made by and between the State of Wisconsin Department of Natural
Resources ("Grantor") and the City of De Pere ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of the former railroad corridor now
known as the Fox River State Trail ("Trail" or the "Premises");

WHEREAS, the Grantee desires to construct, operate, maintain, and
repair a 12-foot-wide recreational connector trail to provide pedestrian
and non-motorized access from the Pine Trail Crossing Subdivision on a
portion of the Premises ("Easement Area"), described as follows:

Recording Area

Return: Department of Natural Resources
Bureau of Facilities & Lands - LF/6
P.O. Box 7921
Madison, WI 53707-7921
Attn: William Peterson (CE)

Parcel Identification Number (PIN):
R-41

**Township 22 North, Range 20 East, City of De Pere, Brown County,
Wisconsin**

Section 3: Part of the Southwest (SW ¼) Quarter of the Northwest (NW¼) Quarter of said Section 3, more
particularly described as follows:

A 12-foot-wide easement strip is described as follows:

Commencing

The Easement Area is 44 feet in length, 0.012 acres, and is shown on attached "Exhibit A".

NOW, THEREFORE, the undersigned Grantor does hereby grant to the Grantee, its successors and assigns, for
and in consideration of the sum of Five Hundred and no/100ths Dollars (\$500.00), receipt of which is hereby
acknowledged by the Grantor, a non-exclusive Easement to construct, operate, maintain, and repair a recreational
connector trail ("Connector Trail") under, across, and through the above-described Easement Area.

It is understood by the Grantor and the Grantee that this grant of non-exclusive Easement is subject to the following
conditions:

1. The Grantor and the Grantee confirm and agree that the recitals set forth above are true and correct and
incorporate the same herein for all purposes.
2. Brown County is the owner and holder of a Trail Management Easement on the Premises for the
construction, development, maintenance and operation of the Trail by the Brown County Parks
Department (hereinafter referred to as the "Trail Manager"). When notification is required herein
regarding the installation, use and maintenance of the Connector Trail, the Trail Manager instead of the

Commented [RMKL1]: City of De Pere is drafting
legal description based on the Pine Trail
Crossing Subdivision plat.

Grantor shall be the point of contact, as the Trail Manager has control and authority over issues relating to the management of the Trail.

3. The Grantor grants and conveys to Grantee a non-exclusive Easement for the installation, construction, operation, inspection, maintenance, repair, removal, and replacement of the Connector Trail within the Easement Area. Any additional improvements other than those described herein, will require the prior written approval of the Grantor, which may require a new easement or an expansion of the Easement Area.
4. This Easement is limited to the Grantee and is not transferrable to a third-party, except after written notification and consent of Grantor provided, however, that Grantee may assign this Easement to its affiliate with notice to Grantor. For purposes of this section, "affiliate" means any entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with Grantee. The Grantee will not have the right to allow additional physical co-location of facilities by unaffiliated third parties without the prior written consent from the Grantor, which may require an amendment to the Easement or a new easement.
4. The Easement shall be non-exclusive, and the Grantor may use the Easement Area and may lease or convey other easements to one or more other person(s), company(ies) or other entity(ies); provided that any such subsequent use, lease or conveyance shall not interfere with the Grantee's rights.
5. The Grantee shall submit a written notification of project commencement to Grantor's Trail Manager at least 5 working days prior to initiation of any tree and brush clearing, installation, construction, maintenance, repair, removal or replacement work on the Easement Area. The Grantor's Trail Manager has final authority over issues relating to the management of the Premises, including but not limited to changes in the Trail surface (e.g. asphalt impervious surfaces).
6. Grantor grants to the Grantee the right to enter upon the Grantor's Premises outside of the Easement Area for the purpose of gaining access to the Easement Area for the purpose of installing, operating, maintaining, repairing, removing, or replacing the Connector Trail and for the performance of any and all other such acts necessary for the proper installation, maintenance, repair, removal and replacement of said Connector Trail.
7. The Grantee may cut, trim and remove any brush, trees, logs, stumps or branches on the Premises which by reason of their proximity may endanger or interfere with the Connector Trail or the operation thereof. Any such undertakings shall be done with the prior written approval and under the supervision of the Trail Manager. Accepted arborist pruning/removal and equipment practices must be adhered to and all waste debris, stumps and slash must be removed and disposed of by the Grantee in a manner acceptable to the Trail Manager off site before project completion. When the removal of a tree is permitted, the stump shall be cut flush with the ground or be removed. All trees having a commercial value, including firewood, shall be cut in standard lengths and piled conveniently by the Grantee, for disposal, by sale or otherwise, by the Trail Manager.
8. All signage placed by the Grantee for purposes of project activities and said Connector Trail shall have prior written approval from the Grantor.
9. The Grantee shall maintain the Premises in a decent, sanitary and safe condition during construction, installation, operation, maintenance, repair, removal and replacement, and at no time shall the Grantee allow its work to cause a hazard or unsafe conditions on the Easement Area.
10. The Grantee is responsible for determining if there are any existing utility lines located within the

Easement Area. Grantee is responsible for any and all damages, costs or liabilities that result from any damages caused by the Grantee to existing utility lines located within the Easement Area.

12. This Easement does not relieve Grantee from the responsibility to comply with all applicable federal and state laws and local ordinances affecting the design, materials or performance of the permitted activity and does not supersede any other governmental requirements for plan approval or for authority to undertake the permitted activity or exercising any other rights granted herein.
13. The Grantee agrees not to violate any term or condition stated herein. In the event of a violation, the Grantor will give written notice to the Grantee of the violation(s) and the Grantee will have 30 days to cure the violation(s); provided, however, that in the event that the cure of such violation cannot be accomplished within such 30-day period despite diligent and continuing efforts by the Grantee, the time to cure the violation may be extended for a reasonable amount of time to permit the Grantee to complete the cure. In the event the violation(s) has not been cured to the reasonable satisfaction of the Grantor within the time frame allowed, the Grantor, at the Grantor's discretion, shall have the right to declare this Easement terminated, and shall have the right to take full control of the Easement Area, without hindrance or delay, and may use its legal remedies for recovery from the Grantee of all damages caused by the violation of this Easement by the Grantee.
14. The Easement shall automatically terminate, without right of reentry, upon:
 - a. Grantee's express abandonment of the Easement Area; or
 - b. An implied abandonment as evidenced by the non-use by Grantee of the Easement Area for a consecutive period of 2 years.
15. The Grantee assumes and agrees to protect, indemnify and save harmless the Grantor, agents, officers and employees from and against any and all claims, demands, suits, liability and expense by reason of loss or damage to any property or bodily injury including death, arising directly or indirectly from:
 - a. The construction, installation, operation, maintenance, existence, use, repair, removal and replacement of the Connector Trail on the Premises;
 - b. Any defect in the Connector Trail or failure thereof;
 - c. Any act or omission of the Grantee, its agents or employees while on or about the Easement Area or any of Grantor's adjoining lands;
 - d. Grantee's exercise of any and all rights, duties and responsibilities granted by this Easement; and/or
 - e. Any defect of insufficiency of title or authority of the Grantor to convey this Easement.
16. At all times the Grantee shall be required to provide the Grantor adequate evidence of financial responsibility to meet the liabilities, losses, demands and actions from which the Grantee is required to meet. Evidence of adequate financial responsibility shall be either appropriate evidence that the Grantee is self-insured and has sufficient resources to provide coverage equivalent to an insurance policy having combined single limits of not less than \$500,000.00 or, alternatively, evidence of an appropriate insurance policy having combined single limits of not less than \$500,000.00. Upon request, the Grantee shall furnish the Grantor the requisite certificate, or other proof of insurance showing that the Grantor and its officers, employees and agents, are named as additional insureds under the insurance policy. The Grantor may require greater evidence of resources or higher limits of insurance coverage if it determines that greater coverage is reasonably required to cover the risks presented by the underground line. The Grantee shall furnish the Grantor evidence of adequate financial responsibility on or before the effective date of the Easement. If at any time the Grantor determines that the Grantee has not provided adequate evidence of financial responsibility, the Grantee shall immediately suspend any construction, installation, operation, maintenance, repair, removal or replacement on the Easement Area(s) until adequate evidence of financial responsibility is again provided to the Grantor.

17. All notices or other writings this Easement requires to be given, or which may be given, to either party by the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, prepaid and addressed as follows:
 - a. To the Grantor: Wisconsin Department of Natural Resources, Bureau of Facilities and Lands, WDNR, 101 South Webster Street, Madison, WI 53707. Phone Number (608) 266-2136.
 - b. To the Trail Manager: Brown County Parks Department, PO Box 23600, Green Bay, WI 54305 Phone Number: 920-448-4464.
 - c. To the Grantee: City of De Pere, Public Works Department, 925 S. Sixth Street, De Pere, WI 54115. Phone Number: (920) 339-4060.
 - d. The address to which any notice, demand, or other writing may be given, made or sent to any party as above provided may be changed by written notice given by such party as above provided.
18. The Grantor retains management, supervision and control over the Easement Area for the purpose of enforcing Chapter NR 45, Wis. Adm. Code, which governs the conduct of visitors to state lands and provides for the protection of the natural resources, as well as other pertinent state laws, when needed to protect the Easement Area or the general public.
19. The Grantor does not represent or warrant that title to the Easement Area is free and clear of all encumbrances or that it will defend the Grantee in its peaceful use and occupancy of the Easement Area.
20. In event of a necessary relocation of the Connector Trail, whether initiated by the Grantor, a Railroad with an interest in the Trail, the Grantee, or any other entity, the costs associated with relocating the Connector Trail shall be borne by the Grantee.
21. This Easement shall be binding on the parties hereto and their successors and assigns, as limited by condition 5, above.
22. This Easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
23. This Easement sets forth the entire understanding of the Grantor and the Grantee and may not be changed except by a written document executed and acknowledged by the Grantor and the Grantee.
24. If any term or condition of this Easement shall be deemed invalid or unenforceable, the remainder of this Easement shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
25. Enforcement of this Easement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Easement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party to the extent authorized by law.
26. Additional Terms and Conditions specifically pertinent to this Easement will be valid if enumerated below:
 - a. Relating to installation, construction, operation, maintenance, and replacement work within the Easement Area, work shall be completed as follows:
 - i. Other than as otherwise permitted herein, the Trail should remain open for public use at all times. Trail closures will not be allowed during snowmobile season and may not be allowed at certain times during bicycling season depending on planned events, activities, or volume of use. All

closures must be coordinated with the Trail Manager and a well-marked Trail Manager-approved alternative re-route must be established by Grantee. Any trail closure of more than 1 day may be done only with prior written permission of the Trail Manager.

- ii. If the Trail must be blocked at any time due to safety, a flag person must be present or appropriate signage must be installed such that Trail users are informed of the blockage and an acceptable detour (if needed) must be provided by the Grantee so users can pass through safely. Grantee shall not use the Trail right-of-way for backing of any equipment unless a flag person is present and directing trail traffic.
 - iii. Warning signs, lights, or such other safety markers as necessary shall be placed informing trail users of any construction work or as otherwise directed by the Trail Manager.
 - iv. If needed, as determined by the Trail Manager, Grantee shall place passable barricades at entry points for trail users that require Trail users to substantially reduce their speed and proceed single file. Barricade points must include signs stating that construction activities are taking place along the trail, listing a reduced speed limit, and indicating 2-way, single-file traffic.
 - v. All excavated holes must be adequately marked and properly barricaded at all times by the Grantee and warning signs must be placed and maintained by Grantee a safe distance ahead in both directions. Any excavations on or near the Trail shall be covered nightly and in no case shall construction obstruct or interfere with Trail use over a weekend period.
 - vi. All excavated holes shall be filled in and made level with the original grade by the Grantee prior to project activity completion.
 - vii. Insofar as is practicable and when the Grantor requests other than during the initial construction or due to an emergency situation, the Grantee shall schedule any construction work in an area used for recreational purposes at times when the ground is frozen in order to prevent or reduce soil compaction. All work will be conducted to minimize soil disturbance. All rutting will be repaired, and the Premises restored as promptly as possible by Grantee following its work. If soils are not frozen or stable to a point that avoids rutting, timber mats, mud tracks, or equivalent must be utilized to access installation, construction, maintenance, or replacement locations.
 - viii. Any and all ground settling, or trail surface damage caused by the exercise of the Grantee's rights within a 2-year period from the date of installation or any maintenance is the sole responsibility of the Grantee and must be restored or repaired to pre-construction or better conditions using the same type and quality materials as approved by the Trail Manager. Upon failure to perform by the Grantee within 20 days of notification by the Trail Manager of needed repairs or restoration, repairs or restoration may be contracted by the Trail Manager and the Grantee shall be liable for all costs associated with such repairs and restoration.
 - ix. Grantee shall take extreme care to avoid disturbing other facilities on the Easement Area, including drainage and wetlands, if any. All stormwater and land disturbance regulations and code shall be followed and permitted accordingly. No work may be done that increases drainage onto the Grantor's Premises and adjoining lands without prior approval.
 - x. Grantee shall not park or store any vehicles or equipment on the Trail right-of-way at any time unless authorized in writing by the Trail Manager.
 - xi. No additional connections will be made to the Trail without Grantor's approval.
- b. Conveyance of this Easement may be encumbered by federal or state railroad interest and subject to future restoration and reconstruction of the right-of-way for rail purposes consistent with Section 208 of the National Trails System Act Amendment of 1983, Publ. L. No. 98-11 (16 U.S.C. 1247(d)) or Wis. Stat. s. 85.09, including possible termination of this Easement, and subject to reservations, exceptions and leases, agreements and permits authorized by the former railroad company or the Owner prior to the execution of this Easement. The Grantor shall provide written notice of the necessity for the reestablishment of railroad, which may result in the termination of this Easement upon the discretion of the railroad. The Grantee shall: (1) not materially change the grade or topography of the Easement Area; (2) not construct and install or remove any permanent improvement which violates American Railway

Engineering and Maintenance-of-Way Association ("AREMA"), or its successors' published practices and procedures or would make such reestablishment of railroad impracticable; and (3) not allow the installation of any facility, above or below grade that does not conform to AREMA's standards or clearances for railroads.

- c. If any portion of the Trail is damaged or destroyed by the Grantee, the Grantee shall be solely responsible to repair and restore the damaged area in a timely, workmanlike manner, using the same type and quality materials that meet the Grantor's Trail Design Standards and guidelines and as approved by the Trail Manager. The Grantee agrees to reimburse the Grantor for any property damage to the Grantor's Premises that may arise from the construction, maintenance, or use of the Connector Trail on the Grantor's described lands.
- d. Use of pesticides and herbicides shall only be allowed with the prior written permission of the Grantor which shall not be unreasonably withheld, delayed or denied. Any pesticides or herbicides used as part of a management plan must conform to the Forest Stewardship Council list found at <https://ic.fsc.org/en/our-impact/program-areas/forest-program/pesticides>. Grantee shall report to the Grantor (i.e. property manager and the DNR Pesticide Use Team), at least annually, the chemicals that will and have been applied on the Premises and the Easement Area(s), including the date, product trade name, active ingredient(s) and corresponding CAS number(s), purpose, rate, location with a map, total area treated and total amount of chemicals.

END OF CONDITIONS.

IN WITNESS WHEREOF, the Grantor has caused this Easement to be executed on its behalf this ____ day of _____, 2019.

State of Wisconsin
Department of Natural Resources
For the Secretary

By _____ (SEAL)
Terry H. Bay
Bureau Director - Facilities and Lands

State of Wisconsin)
) ss.
Dane County)

Personally came before me this ____ day of _____, 2019, the above named Terry H. Bay, Bureau Director for Facilities and Lands, State of Wisconsin Department of Natural Resources, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said Department of Natural Resources.

Aubrey Johnson
Notary Public, State of Wisconsin
My Commission (expires)(is) _____

CONSENT TO EASEMENT

IN WITNESS WHEREOF, Brown County, c/o Troy Streckenbach, County Executive, Northern Building, 305 E. Walnut St., Room 120, Green Bay, WI 54301, being the holder of an easement interest which is for the construction, operation and management of the Fox River State Trail by virtue of said Easement between the State of Wisconsin Department of Natural Resources and Brown County as recorded on August 28, 2000 as Document No. 1769733 and as recorded on December 12, 2001 as Document No. 1863067 all in Brown County Records against said Premises, does hereby acknowledge, join in and consent to this underground electric line and natural gas line easement on this _____ day of _____, 2019.

Brown County

By: _____ (SEAL)
Troy Streckenbach
Brown County Executive

State of Wisconsin)
) ss.
Brown County)

Personally appeared before me this _____ day of _____ 2019, the above named Troy Streckenbach, County Executive, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity therein stated and for the purpose therein contained.

*
Notary Public, State of Wisconsin
My commission (expires) (is) _____

*Please print names

IN WITNESS WHEREOF the Grantee has agreed to and caused this easement to be executed on its behalf this _____ day of _____, 2019.

City of De Pere

By _____ (SEAL)
Scott Thoresen
Public Works Director

State of Wisconsin)
Brown County) ss.
)

Personally appeared before me this _____ day of _____ 2019, the above named Scott Thoresen – Public Works Director, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity therein stated and for the purpose therein contained.

* _____
Notary Public, State of Wisconsin
My commission (expires) (is) _____

* Please print name.

This instrument drafted by:
State of Wisconsin
Department of Natural Resources

- 10 -

EXHIBIT A

DRAFT

Pine Trail Crossing

As of Lot 1, Volume 54, Certified Survey Map, Page 138, Map No. 8204, Doc. No. 202423, Brown County Records, and part of the Southeast 1/4 of the Northwest 1/4 in Section 3, T22N-R20E, in the City of De Pere, Brown County, Wisconsin



Legend

- 1. 1/2" (4.17' x 12' per acre) - 1/2" (4.17' x 12' per acre) - 1/2" (4.17' x 12' per acre)
- 2. 1/4" (2.08' x 6' per acre) - 1/4" (2.08' x 6' per acre) - 1/4" (2.08' x 6' per acre)
- 3. 1/8" (1.04' x 3' per acre) - 1/8" (1.04' x 3' per acre) - 1/8" (1.04' x 3' per acre)
- 4. 1/16" (0.52' x 1.5' per acre) - 1/16" (0.52' x 1.5' per acre) - 1/16" (0.52' x 1.5' per acre)
- 5. 1/32" (0.26' x 0.75' per acre) - 1/32" (0.26' x 0.75' per acre) - 1/32" (0.26' x 0.75' per acre)
- 6. 1/64" (0.13' x 0.375' per acre) - 1/64" (0.13' x 0.375' per acre) - 1/64" (0.13' x 0.375' per acre)
- 7. 1/128" (0.065' x 0.1875' per acre) - 1/128" (0.065' x 0.1875' per acre) - 1/128" (0.065' x 0.1875' per acre)
- 8. 1/256" (0.0325' x 0.09375' per acre) - 1/256" (0.0325' x 0.09375' per acre) - 1/256" (0.0325' x 0.09375' per acre)
- 9. 1/512" (0.01625' x 0.046875' per acre) - 1/512" (0.01625' x 0.046875' per acre) - 1/512" (0.01625' x 0.046875' per acre)
- 10. 1/1024" (0.008125' x 0.0234375' per acre) - 1/1024" (0.008125' x 0.0234375' per acre) - 1/1024" (0.008125' x 0.0234375' per acre)
- 11. 1/2048" (0.0040625' x 0.01171875' per acre) - 1/2048" (0.0040625' x 0.01171875' per acre) - 1/2048" (0.0040625' x 0.01171875' per acre)
- 12. 1/4096" (0.00203125' x 0.005859375' per acre) - 1/4096" (0.00203125' x 0.005859375' per acre) - 1/4096" (0.00203125' x 0.005859375' per acre)
- 13. 1/8192" (0.001015625' x 0.0029296875' per acre) - 1/8192" (0.001015625' x 0.0029296875' per acre) - 1/8192" (0.001015625' x 0.0029296875' per acre)
- 14. 1/16384" (0.0005078125' x 0.00146484375' per acre) - 1/16384" (0.0005078125' x 0.00146484375' per acre) - 1/16384" (0.0005078125' x 0.00146484375' per acre)
- 15. 1/32768" (0.00025390625' x 0.000732421875' per acre) - 1/32768" (0.00025390625' x 0.000732421875' per acre) - 1/32768" (0.00025390625' x 0.000732421875' per acre)
- 16. 1/65536" (0.000126953125' x 0.0003662109375' per acre) - 1/65536" (0.000126953125' x 0.0003662109375' per acre) - 1/65536" (0.000126953125' x 0.0003662109375' per acre)
- 17. 1/131072" (0.0000634765625' x 0.00018310546875' per acre) - 1/131072" (0.0000634765625' x 0.00018310546875' per acre) - 1/131072" (0.0000634765625' x 0.00018310546875' per acre)
- 18. 1/262144" (0.00003173828125' x 0.000091552734375' per acre) - 1/262144" (0.00003173828125' x 0.000091552734375' per acre) - 1/262144" (0.00003173828125' x 0.000091552734375' per acre)
- 19. 1/524288" (0.000015869140625' x 0.0000457763671875' per acre) - 1/524288" (0.000015869140625' x 0.0000457763671875' per acre) - 1/524288" (0.000015869140625' x 0.0000457763671875' per acre)
- 20. 1/1048576" (0.0000079345703125' x 0.00002288818359375' per acre) - 1/1048576" (0.0000079345703125' x 0.00002288818359375' per acre) - 1/1048576" (0.0000079345703125' x 0.00002288818359375' per acre)
- 21. 1/2097152" (0.00000396728515625' x 0.000011444091796875' per acre) - 1/2097152" (0.00000396728515625' x 0.000011444091796875' per acre) - 1/2097152" (0.00000396728515625' x 0.000011444091796875' per acre)
- 22. 1/4194304" (0.000001983642578125' x 0.0000057220458984375' per acre) - 1/4194304" (0.000001983642578125' x 0.0000057220458984375' per acre) - 1/4194304" (0.000001983642578125' x 0.0000057220458984375' per acre)
- 23. 1/8388608" (0.0000009918212890625' x 0.00000286102294921875' per acre) - 1/8388608" (0.0000009918212890625' x 0.00000286102294921875' per acre) - 1/8388608" (0.0000009918212890625' x 0.00000286102294921875' per acre)
- 24. 1/16777216" (0.00000049591064453125' x 0.000001430511474609375' per acre) - 1/16777216" (0.00000049591064453125' x 0.000001430511474609375' per acre) - 1/16777216" (0.00000049591064453125' x 0.000001430511474609375' per acre)
- 25. 1/33554432" (0.000000247955322265625' x 0.0000007152557373046875' per acre) - 1/33554432" (0.000000247955322265625' x 0.0000007152557373046875' per acre) - 1/33554432" (0.000000247955322265625' x 0.0000007152557373046875' per acre)
- 26. 1/67108864" (0.0000001239776611328125' x 0.00000035762786865234375' per acre) - 1/67108864" (0.0000001239776611328125' x 0.00000035762786865234375' per acre) - 1/67108864" (0.0000001239776611328125' x 0.00000035762786865234375' per acre)
- 27. 1/134217728" (0.00000006198883056640625' x 0.000000178813934326171875' per acre) - 1/134217728" (0.00000006198883056640625' x 0.000000178813934326171875' per acre) - 1/134217728" (0.00000006198883056640625' x 0.000000178813934326171875' per acre)
- 28. 1/268435456" (0.000000030994415283203125' x 0.0000000894069671630859375' per acre) - 1/268435456" (0.000000030994415283203125' x 0.0000000894069671630859375' per acre) - 1/268435456" (0.000000030994415283203125' x 0.0000000894069671630859375' per acre)
- 29. 1/536870912" (0.0000000154972076416015625' x 0.00000004470348358154296875' per acre) - 1/536870912" (0.0000000154972076416015625' x 0.00000004470348358154296875' per acre) - 1/536870912" (0.0000000154972076416015625' x 0.00000004470348358154296875' per acre)
- 30. 1/1073741824" (0.00000000774860382080078125' x 0.000000022351741790771484375' per acre) - 1/1073741824" (0.00000000774860382080078125' x 0.000000022351741790771484375' per acre) - 1/1073741824" (0.00000000774860382080078125' x 0.000000022351741790771484375' per acre)
- 31. 1/2147483648" (0.000000003874301910400390625' x 0.0000000111758708953857421875' per acre) - 1/2147483648" (0.000000003874301910400390625' x 0.0000000111758708953857421875' per acre) - 1/2147483648" (0.000000003874301910400390625' x 0.0000000111758708953857421875' per acre)
- 32. 1/4294967296" (0.0000000019371509552001953125' x 0.00000000558793544769287109375' per acre) - 1/4294967296" (0.0000000019371509552001953125' x 0.00000000558793544769287109375' per acre) - 1/4294967296" (0.0000000019371509552001953125' x 0.00000000558793544769287109375' per acre)
- 33. 1/8589934592" (0.00000000096857547760009765625' x 0.000000002793967723846435546875' per acre) - 1/8589934592" (0.00000000096857547760009765625' x 0.000000002793967723846435546875' per acre) - 1/8589934592" (0.00000000096857547760009765625' x 0.000000002793967723846435546875' per acre)
- 34. 1/17179869184" (0.000000000484287738800048828125' x 0.0000000013969838619232177734375' per acre) - 1/17179869184" (0.000000000484287738800048828125' x 0.0000000013969838619232177734375' per acre) - 1/17179869184" (0.000000000484287738800048828125' x 0.0000000013969838619232177734375' per acre)
- 35. 1/34359738368" (0.0000000002421438694000244140625' x 0.00000000069849193096160888671875' per acre) - 1/34359738368" (0.0000000002421438694000244140625' x 0.00000000069849193096160888671875' per acre) - 1/34359738368" (0.0000000002421438694000244140625' x 0.00000000069849193096160888671875' per acre)
- 36. 1/68719476736" (0.00000000012107193470001220703125' x 0.000000000349245965480804443359375' per acre) - 1/68719476736" (0.00000000012107193470001220703125' x 0.000000000349245965480804443359375' per acre) - 1/68719476736" (0.00000000012107193470001220703125' x 0.000000000349245965480804443359375' per acre)
- 37. 1/137438953472" (0.000000000060535967350006103515625' x 0.0000000001746229827404022216796875' per acre) - 1/137438953472" (0.000000000060535967350006103515625' x 0.0000000001746229827404022216796875' per acre) - 1/137438953472" (0.000000000060535967350006103515625' x 0.0000000001746229827404022216796875' per acre)
- 38. 1/274877906944" (0.0000000000302679836750030517578125' x 0.00000000008731149137020111083984375' per acre) - 1/274877906944" (0.0000000000302679836750030517578125' x 0.00000000008731149137020111083984375' per acre) - 1/274877906944" (0.0000000000302679836750030517578125' x 0.00000000008731149137020111083984375' per acre)
- 39. 1/549755813888" (0.00000000001513399183750152587890625' x 0.000000000043655745685100555419921875' per acre) - 1/549755813888" (0.00000000001513399183750152587890625' x 0.000000000043655745685100555419921875' per acre) - 1/549755813888" (0.00000000001513399183750152587890625' x 0.000000000043655745685100555419921875' per acre)
- 40. 1/1099511627776" (0.000000000007566995918750762939453125' x 0.0000000000218278728425502777099609375' per acre) - 1/1099511627776" (0.000000000007566995918750762939453125' x 0.0000000000218278728425502777099609375' per acre) - 1/1099511627776" (0.000000000007566995918750762939453125' x 0.0000000000218278728425502777099609375' per acre)
- 41. 1/2199023255552" (0.0000000000037834979593753814697265625' x 0.00000000001091393642127513885498046875' per acre) - 1/2199023255552" (0.0000000000037834979593753814697265625' x 0.00000000001091393642127513885498046875' per acre) - 1/2199023255552" (0.0000000000037834979593753814697265625' x 0.00000000001091393642127513885498046875' per acre)
- 42. 1/4398046511104" (0.00000000000189174897968769073486328125' x 0.000000000005456968210637569427490234375' per acre) - 1/4398046511104" (0.00000000000189174897968769073486328125' x 0.000000000005456968210637569427490234375' per acre) - 1/4398046511104" (0.00000000000189174897968769073486328125' x 0.000000000005456968210637569427490234375' per acre)
- 43. 1/8796093022208" (0.000000000000945874489843845367431640625' x 0.0000000000027284841053187847137451171875' per acre) - 1/8796093022208" (0.000000000000945874489843845367431640625' x 0.0000000000027284841053187847137451171875' per acre) - 1/8796093022208" (0.000000000000945874489843845367431640625' x 0.0000000000027284841053187847137451171875' per acre)
- 44. 1/17592186044416" (0.0000000000004729372449219226837158203125' x 0.000000000001364242052659392356870687109375' per acre) - 1/17592186044416" (0.0000000000004729372449219226837158203125' x 0.000000000001364242052659392356870687109375' per acre) - 1/17592186044416" (0.0000000000004729372449219226837158203125' x 0.000000000001364242052659392356870687109375' per acre)
- 45. 1/35184372088832" (0.00000000000023646862246096134185791015625' x 0.0000000000006821210263296961784353435546875' per acre) - 1/35184372088832" (0.00000000000023646862246096134185791015625' x 0.0000000000006821210263296961784353435546875' per acre) - 1/35184372088832" (0.00000000000023646862246096134185791015625' x 0.0000000000006821210263296961784353435546875' per acre)
- 46. 1/70368744177664" (0.000000000000118234311230480670928955078125' x 0.00000000000034106051316484808921767177234375' per acre) - 1/70368744177664" (0.000000000000118234311230480670928955078125' x 0.00000000000034106051316484808921767177234375' per acre) - 1/70368744177664" (0.000000000000118234311230480670928955078125' x 0.00000000000034106051316484808921767177234375' per acre)
- 47. 1/140737488355328" (0.0000000000000591171556152403354644775390625' x 0.00000000000017053025658242404460883588671875' per acre) - 1/140737488355328" (0.0000000000000591171556152403354644775390625' x 0.00000000000017053025658242404460883588671875' per acre) - 1/140737488355328" (0.0000000000000591171556152403354644775390625' x 0.00000000000017053025658242404460883588671875' per acre)
- 48. 1/281474976710656" (0.00000000000002955857780762016773223876953125' x 0.000000000000085265128291222022304417943359375' per acre) - 1/281474976710656" (0.00000000000002955857780762016773223876953125' x 0.000000000000085265128291222022304417943359375' per acre) - 1/281474976710656" (0.00000000000002955857780762016773223876953125' x 0.000000000000085265128291222022304417943359375' per acre)
- 49. 1/562949953421312" (0.000000000000014779288903810083866119384765625' x 0.0000000000000426325641456111011022089716796875' per acre) - 1/562949953421312" (0.000000000000014779288903810083866119384765625' x 0.0000000000000426325641456111011022089716796875' per acre) - 1/562949953421312" (0.000000000000014779288903810083866119384765625' x 0.0000000000000426325641456111011022089716796875' per acre)
- 50. 1/1125899906842624" (0.0000000000000073896444519050419330596923828125' x 0.0000000000000213162820728055505511011022089716796875' per acre) - 1/1125899906842624" (0.0000000000000073896444519050419330596923828125' x 0.0000000000000213162820728055505511011022089716796875' per acre) - 1/1125899906842624" (0.0000000000000073896444519050419330596923828125' x 0.0000000000000213162820728055505511011022089716796875' per acre)
- 51. 1/2251799813685248" (0.00000000000000369482222595252096652984619140625' x 0.0000000000000106581410364027752755505511011022089716796875' per acre) - 1/2251799813685248" (0.00000000000000369482222595252096652984619140625' x 0.0000000000000106581410364027752755505511011022089716796875' per acre) - 1/2251799813685248" (0.00000000000000369482222595252096652984619140625' x 0.0000000000000106581410364027752755505511011022089716796875' per acre)
- 52. 1/4503599627370496" (0.000000000000001847411112976260483264923095703125' x 0.0000000000000053290705182013876377752755505511011022089716796875' per acre) - 1/4503599627370496" (0.000000000000001847411112976260483264923095703125' x 0.0000000000000053290705182013876377752755505511011022089716796875' per acre) - 1/4503599627370496" (0.000000000000001847411112976260483264923095703125' x 0.0000000000000053290705182013876377752755505511011022089716796875' per acre)
- 53. 1/9007199254740992" (0.000000000000000923705556488130241632461547890625' x 0.0000000000000026645352591006938188876377752755505511011022089716796875' per acre) - 1/9007199254740992" (0.000000000000000923705556488130241632461547890625' x 0.0000000000000026645352591006938188876377752755505511011022089716796875' per acre) - 1/9007199254740992" (0.

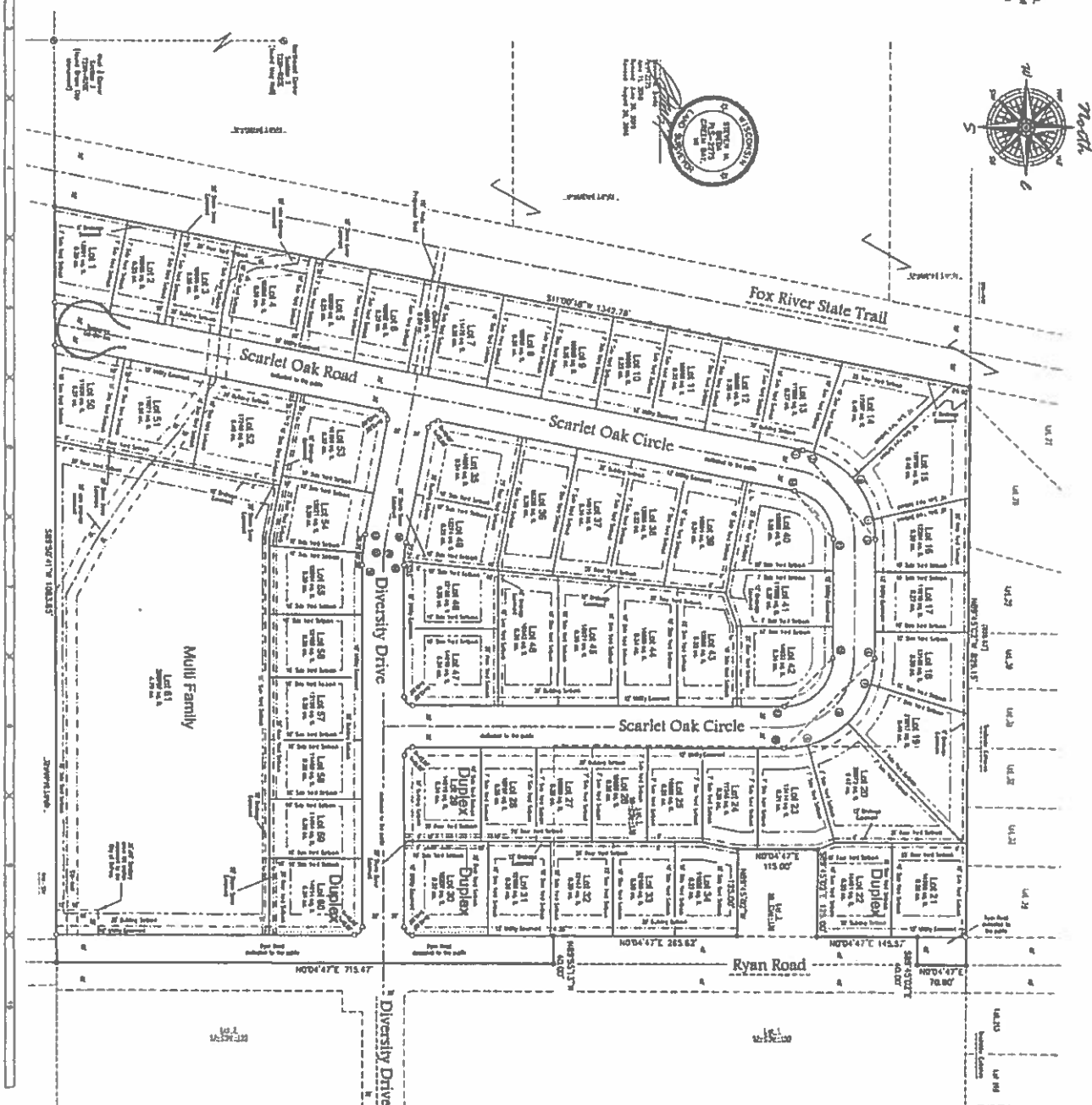
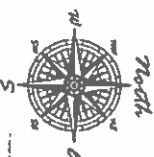
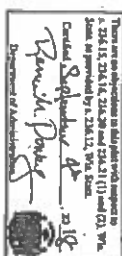
All of Lot 1, Volume 58, Certified Survey Maps, Page 138, Map No. E2330 Dec. No. 2832429, Brown County Records, and part of the Southeast 1/4 of the Northwest 1/4 in Section 3, T22N-R20E, in the City of De Pue, Brown County, Wisconsin



- ① $\Delta E^{\circ}(\text{Vol}) = 12$ for gas coupling $\Delta E^{\circ}(\text{Vol})$ does not
- ② 1° after first bond
- ③ 2° after second bond
- ④ 3° after third bond
- ⑤ 4° after fourth bond
- ⑥ 5° after fifth bond
- ⑦ 6° after sixth bond
- ⑧ 7° after seventh bond
- ⑨ 8° after eighth bond
- ⑩ 9° after ninth bond
- ⑪ 10° after tenth bond
- ⑫ 11° after eleventh bond
- ⑬ 12° after twelfth bond
- ⑭ 13° after thirteenth bond
- ⑮ 14° after fourteenth bond
- ⑯ 15° after fifteenth bond
- ⑰ 16° after sixteenth bond
- ⑱ 17° after seventeenth bond
- ⑲ 18° after eighteenth bond
- ⑳ 19° after nineteenth bond
- ㉑ 20° after twentieth bond
- ㉒ 21° after twenty-first bond
- ㉓ 22° after twenty-second bond
- ㉔ 23° after twenty-third bond
- ㉕ 24° after twenty-fourth bond
- ㉖ 25° after twenty-fifth bond
- ㉗ 26° after twenty-sixth bond
- ㉘ 27° after twenty-seventh bond
- ㉙ 28° after twenty-eighth bond
- ㉚ 29° after twenty-ninth bond
- ㉛ 30° after thirtieth bond
- ㉜ 31° after thirty-first bond
- ㉝ 32° after thirty-second bond
- ㉞ 33° after thirty-third bond
- ㉟ 34° after thirty-fourth bond
- ㊱ 35° after thirty-fifth bond
- ㊲ 36° after thirty-sixth bond
- ㊳ 37° after thirty-seventh bond
- ㊴ 38° after thirty-eighth bond
- ㊵ 39° after thirty-ninth bond
- ㊶ 40° after fortieth bond
- ㊷ 41° after forty-first bond
- ㊸ 42° after forty-second bond
- ㊹ 43° after forty-third bond
- ㊺ 44° after forty-fourth bond
- ㊻ 45° after forty-fifth bond
- ㊼ 46° after forty-sixth bond
- ㊽ 47° after forty-seventh bond
- ㊾ 48° after forty-eighth bond
- ㊿ 49° after forty-ninth bond
- ① 50° after fiftieth bond
- ② 51° after fifty-first bond
- ③ 52° after fifty-second bond
- ④ 53° after fifty-third bond
- ⑤ 54° after fifty-fourth bond
- ⑥ 55° after fifty-fifth bond
- ⑦ 56° after fifty-sixth bond
- ⑧ 57° after fifty-seventh bond
- ⑨ 58° after fifty-eighth bond
- ⑩ 59° after fifty-ninth bond
- ⑪ 60° after sixtieth bond
- ⑫ 61° after sixty-first bond
- ⑬ 62° after sixty-second bond
- ⑭ 63° after sixty-third bond
- ⑮ 64° after sixty-fourth bond
- ⑯ 65° after sixty-fifth bond
- ⑰ 66° after sixty-sixth bond
- ⑱ 67° after sixty-seventh bond
- ⑲ 68° after sixty-eighth bond
- ⑳ 69° after sixty-ninth bond
- ㉑ 70° after seventieth bond
- ㉒ 71° after seventy-first bond
- ㉓ 72° after seventy-second bond
- ㉔ 73° after seventy-third bond
- ㉕ 74° after seventy-fourth bond
- ㉖ 75° after seventy-fifth bond
- ㉗ 76° after seventy-sixth bond
- ㉘ 77° after seventy-seventh bond
- ㉙ 78° after seventy-eighth bond
- ㉚ 79° after seventy-ninth bond
- ㉛ 80° after eightieth bond
- ㉜ 81° after eighty-first bond
- ㉝ 82° after eighty-second bond
- ㉞ 83° after eighty-third bond
- ㉟ 84° after eighty-fourth bond
- ㊱ 85° after eighty-fifth bond
- ㊲ 86° after eighty-sixth bond
- ㊳ 87° after eighty-seventh bond
- ㊴ 88° after eighty-eighth bond
- ㊵ 89° after eighty-ninth bond
- ㊶ 90° after ninetieth bond
- ㊷ 91° after ninety-first bond
- ㊸ 92° after ninety-second bond
- ㊹ 93° after ninety-third bond
- ㊺ 94° after ninety-fourth bond
- ㊻ 95° after ninety-fifth bond
- ㊼ 96° after ninety-sixth bond
- ㊽ 97° after ninety-seventh bond
- ㊾ 98° after ninety-eighth bond
- ㊿ 99° after ninety-ninth bond
- ① 100° after one hundredth bond
- ② 101° after one hundred-first bond
- ③ 102° after one hundred-second bond
- ④ 103° after one hundred-third bond
- ⑤ 104° after one hundred-fourth bond
- ⑥ 105° after one hundred-fifth bond
- ⑦ 106° after one hundred-sixth bond
- ⑧ 107° after one hundred-seventh bond
- ⑨ 108° after one hundred-eighth bond
- ⑩ 109° after one hundred-ninth bond
- ⑪ 110° after one hundred-tenth bond
- ⑫ 111° after one hundred-eleventh bond
- ⑬ 112° after one hundred-twelfth bond
- ⑭ 113° after one hundred-thirteenth bond
- ⑮ 114° after one hundred-fourteenth bond
- ⑯ 115° after one hundred-fifteenth bond
- ⑰ 116° after one hundred-sixteenth bond
- ⑱ 117° after one hundred-seventeenth bond
- ⑲ 118° after one hundred-eighteenth bond
- ⑳ 119° after one hundred-nineteenth bond
- ㉑ 120° after two hundredth bond
- ㉒ 121° after two hundred-first bond
- ㉓ 122° after two hundred-second bond
- ㉔ 123° after two hundred-third bond
- ㉕ 124° after two hundred-fourth bond
- ㉖ 125° after two hundred-fifth bond
- ㉗ 126° after two hundred-sixth bond
- ㉘ 127° after two hundred-seventh bond
- ㉙ 128° after two hundred-eighth bond
- ㉚ 129° after two hundred-ninth bond
- ㉛ 130° after two hundred-tenth bond
- ㉜ 131° after two hundred-eleventh bond
- ㉝ 132° after two hundred-twelfth bond
- ㉞ 133° after two hundred-thirteenth bond
- ㉟ 134° after two hundred-fourteenth bond
- ㊱ 135° after two hundred-fifteenth bond
- ㊲ 136° after two hundred-sixteenth bond
- ㊳ 137° after two hundred-seventeenth bond
- ㊴ 138° after two hundred-eighteenth bond
- ㊵ 139° after two hundred-nineteenth bond
- ㊶ 140° after three hundredth bond
- ㊷ 141° after three hundred-first bond
- ㊸ 142° after three hundred-second bond
- ㊹ 143° after three hundred-third bond
- ㊺ 144° after three hundred-fourth bond
- ㊻ 145° after three hundred-fifth bond
- ㊼ 146° after three hundred-sixth bond
- ㊽ 147° after three hundred-seventh bond
- ㊾ 148° after three hundred-eighth bond
- ㊿ 149° after three hundred-ninth bond
- ① 150° after three hundred-tenth bond
- ② 151° after three hundred-eleventh bond
- ③ 152° after three hundred-twelfth bond
- ④ 153° after three hundred-thirteenth bond
- ⑤ 154° after three hundred-fourteenth bond
- ⑥ 155° after three hundred-fifteenth bond
- ⑦ 156° after three hundred-sixteenth bond
- ⑧ 157° after three hundred-seventeenth bond
- ⑨ 158° after three hundred-eighteenth bond
- ⑩ 159° after three hundred-nineteenth bond
- ⑪ 160° after four hundredth bond
- ⑫ 161° after four hundred-first bond
- ⑬ 162° after four hundred-second

① sample numbers
② existing conditions
③ proposed areas
④

Also reported by the head of the Department of Agriculture, estimated to be 5000000.



WA 24 MAR 82

SCALE
1"=80'

200

200

200

Final Plat

[A] PARC(1) 953 1D-572-1 1D-572-2

For D-66 ref-44 Pst III:26,49g 200g For D-66T12a 200g 01/23/2004

Mau & Associates, LLP

LAND SURVEYING & PLANNING

CIVIL & WATER RESOURCE ENGINEERING

Phone: 920-434-9670 Website: www.mau-associates.com

400 Security Blvd, Green Bay, WI 54313

Basgig Investors, LLC

PROJECT NO
D-16511

D-16511

2 of 3

P-2372

Pine Trail Crossing

As of Lot 1, Volume 5E, Certified Survey Map, Page 12A, Map No. E3000
Doc. No. 202479, Brown County Record, and part of the Southeast 1/4 of
the Northwest 1/4 in Section 3, T24N-R20E, in the City of De Pere, Brown
County, Wisconsin



Legend

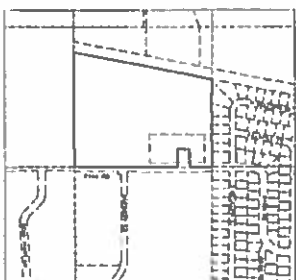
- [illegible]

Sampling Building
Vertical Pipe
Ames B
20
and


NOTES

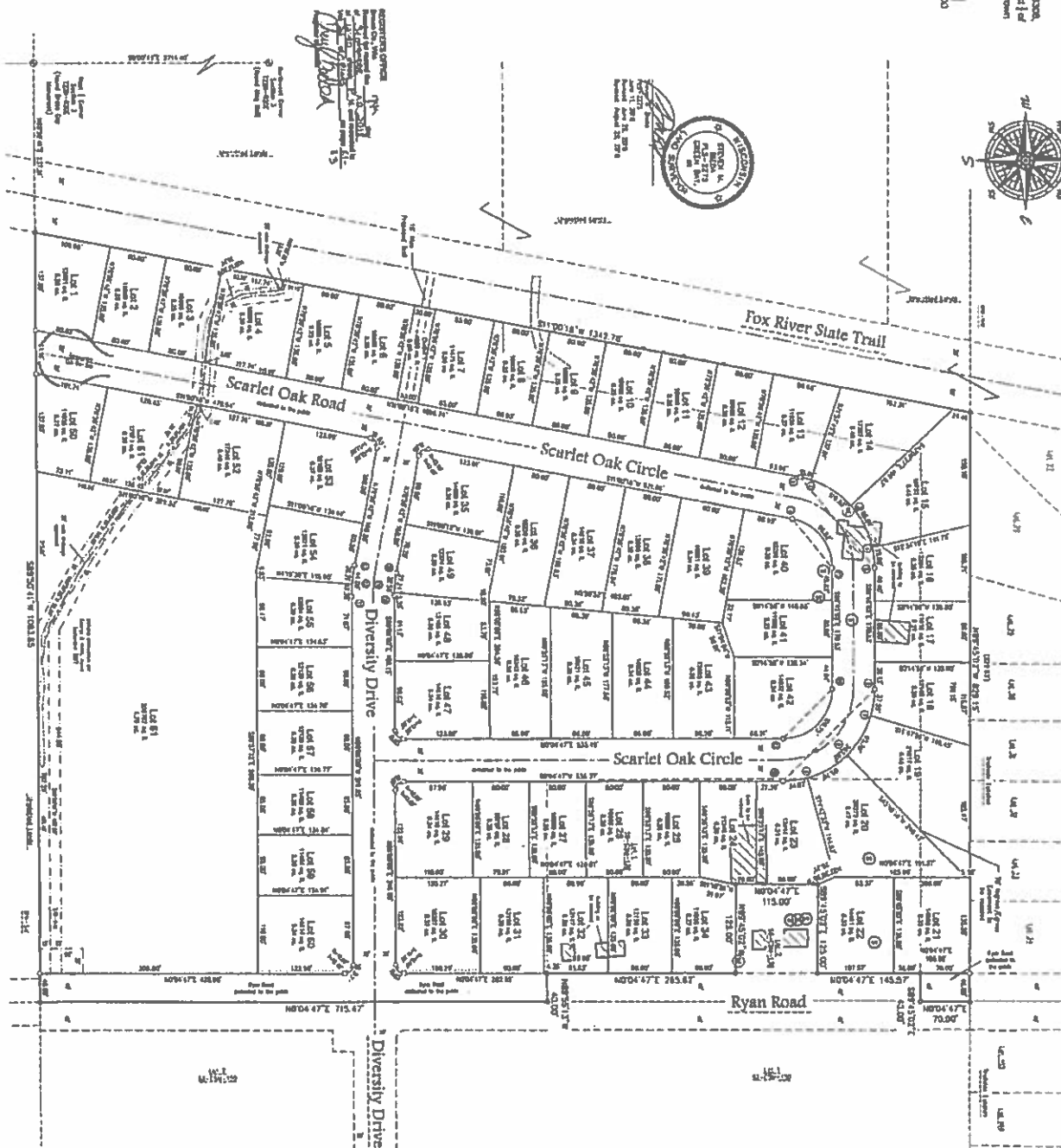
[illegible]

Location Sketch



Section 3, T22N-R20E
Not to Scale

There are no applications in this year with respect to
 1. 234.1, 234.1, 234.2, 234.3 and 234.4 (1) and (2), etc.
 Book as provided by a 234.12, V.A. Form
 Received September 4th 2018
 French, Paddy
 Department of Agriculture and




Basgig Investors, LLC

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-8670 Website: www.mau-associates.com
400 Security Blvd., Green Bay, WI 54313

Final Plat

TAX FORM NO. CD-607-1, CD-4, JT-3

SCALE
1"=80'

24 mg Bil

12

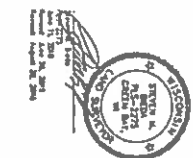
Pine Trail Crossing

As of Lot 1, Volume 5A, Certified Survey Map, Page 138, Map No. 0338, Doc. No. 252423, Brown County Records, and part of the Southeast 1/4 of the Northwest 1/4, Section 3, T22N-R22E, in the City of De Pere, Brown County, Wisconsin

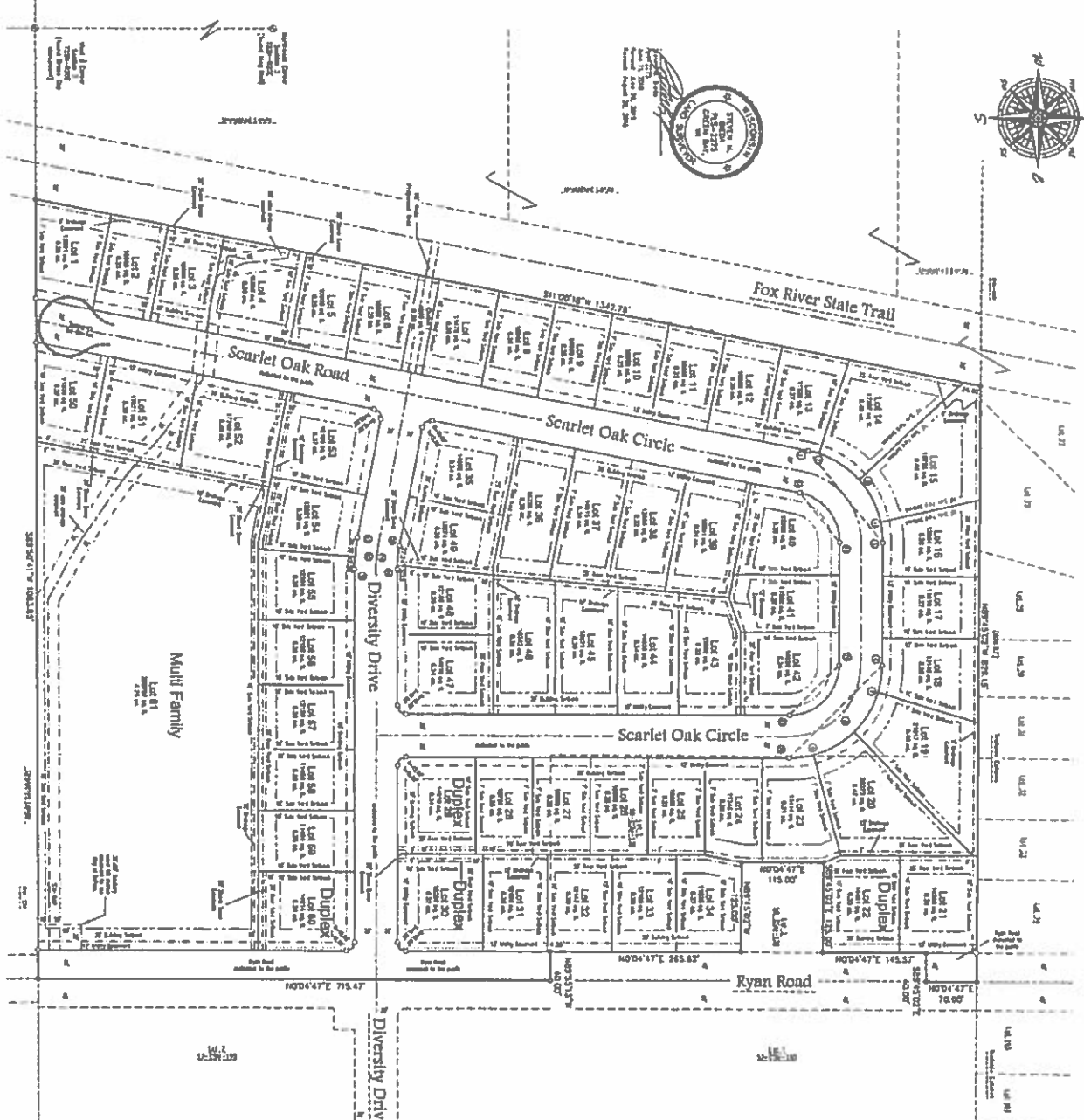


Legend

- 1. 2.4" (6.1) x 12" Pole Sign
- 2. 12" x 18" Pole Sign
- 3. 12" x 18" Pole Sign
- 4. 12" x 18" Pole Sign
- 5. 12" x 18" Pole Sign
- 6. 12" x 18" Pole Sign
- 7. 12" x 18" Pole Sign
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- 96. 12" x 18" Pole Sign
- 97. 12" x 18" Pole Sign
- 98. 12" x 18" Pole Sign
- 99. 12" x 18" Pole Sign
- 100. 12" x 18" Pole Sign



There are no adjustments to this plat with respect to a 2014-2016, 2016-2018 and 2018-2020 (1) and (2), VLA. Certified Survey Map, Page 138, Map No. 0338, Doc. No. 252423, Brown County Records, and part of the Southeast 1/4 of the Northwest 1/4, Section 3, T22N-R22E, in the City of De Pere, Brown County, Wisconsin



12

All of Lot 1, Volume 58, Certified Survey Map, Page 138, Map No. 833, Subdivision of the NW 1/4 of Section 3, T22N-R20E, in the City of De Pere, Brown County, Wisconsin.

that a 10 percent increase in the price of a barrel of oil would increase the cost of a barrel of gasoline by 10 percent. The Federal Reserve Bank of New York and the Federal Reserve Bank of San Francisco have both estimated that a 10 percent increase in the price of a barrel of oil would increase the cost of a barrel of gasoline by 10 percent. The Federal Reserve Bank of New York and the Federal Reserve Bank of San Francisco have both estimated that a 10 percent increase in the price of a barrel of oil would increase the cost of a barrel of gasoline by 10 percent.

[illegible]

the United States and Canada. The Committee is composed of representatives of the American and Canadian governments, the American and Canadian universities, and the American and Canadian business communities. The Committee is charged with the task of studying the problems of the American and Canadian universities and making recommendations to the American and Canadian governments and the American and Canadian business communities. The Committee is currently studying the problems of the American and Canadian universities and making recommendations to the American and Canadian governments and the American and Canadian business communities.

Sept 26 - 1888

As they walked from Family "bureau," I heard softly that the mother is the wife of a man who

Revised 7/1/92



Curve Date

Year	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	

[illegible][illegible]

Mau & Associates, LLP
LAND SURVEYING & PLANNING
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Phone: 920-434-8870 Website: www.mau-associates.com
400 Security Blvd. Green Bay, WI 54313

TAXPAYER NO. 202-512-91-027.5

Final Plat

PROJECT NO.
D-16511

SHEET NO.
3 of 3

DRAWING NO.
P-2372

Basgig Investors, LLC

PROJECT NO.
D-16511

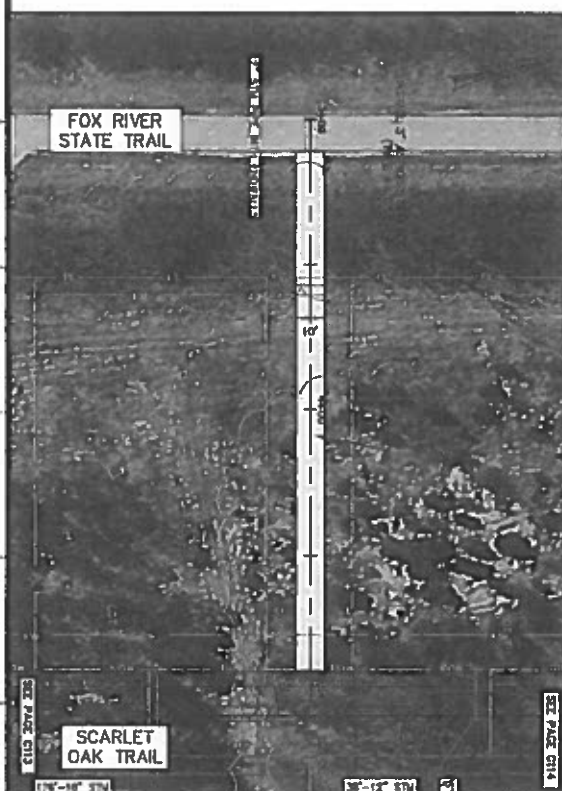
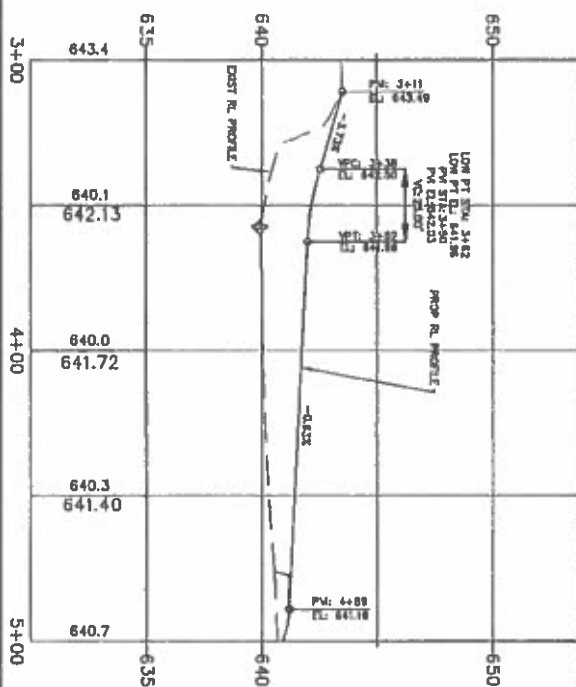
SHEET NO.
3 of 3

DRAWING NO.
P-2372

CITY OF DE PERE
ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
OFFICE 920-339-4061 FAX 920-339-4071

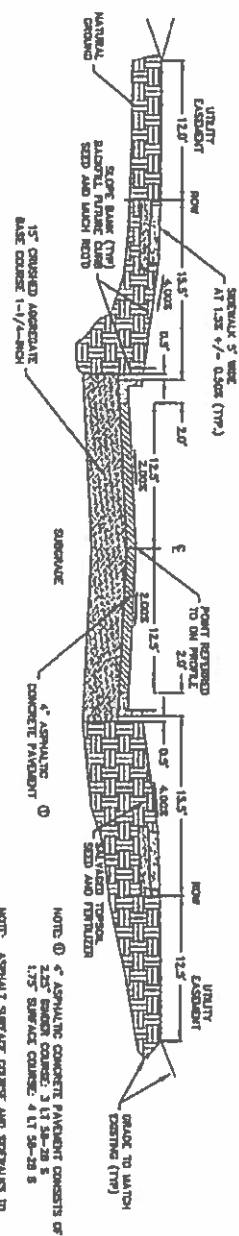
**SCARLET OAK TRAIL,
PATH TO FOX RIVER STATE TRAIL**

DATE: _____
 PROJECT: _____
 18-14

[illegible]

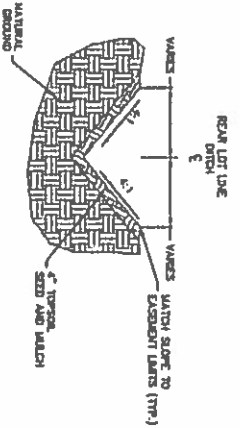
12

TYPICAL FINISHED SECTION DIVERSITY DRIVE AND SCARLET OAK TRAIL

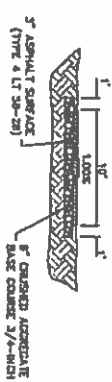


NOTE: ① 4" ASPHALT CONCRETE PAVEMENT CONSISTS OF 1.5" SURFACE COURSE, 2.5" BASE COURSE, 3" LT 26-28 S. ASPHALT SURFACE COURSE AND REINFORCES TO BE INSTALLED BY OTHERS.

TYPICAL FINISHED DITCH SECTION



TYPICAL DRIVEWAY AND PATH TRAIL SECTION



PINE TRAIL CROSSING		BENCH MARKS AT EXISTING HYD.	
#	Location	Top Nut	33' Rt
# 630	At Diversity Dr.	Top Nut	45+20
# 629	First Hyd North of Diversity Dr.	Top Nut	48+32
# 628	Second Hyd North of Diversity Dr.	Top Nut	52+13

January 15, 2020

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**'SENSE OF THE BOARD' RESOLUTION SUPPORTING PASSAGE OF
2019 SENATE BILL 460 AND 2019 ASSEMBLY BILL 513
TO CREATE AN INDEPENDENT PROSECUTOR BOARD**

WHEREAS, it is the Sense of the Brown County Board of Supervisors that the following Bills, which create an independent prosecutor board, should be passed and enacted into law: 1) *2019 Senate Bill 460*; and 2) *2019 Assembly Bill 513* (collectively, the Bills); and

WHEREAS, the Bills create an independent prosecutor board that oversees and sets policies for a state prosecutors office, also created in the bills. Under the Bills, the executive director of the state prosecutors office manages the office; prepares personnel policies, fiscal estimates, and an annual report; and represents the board before the governor, the legislature, bar associations, and courts. The executive director may also identify methods and practices for district attorneys that promote professional competence and ethical practices. Under the Bills, the state prosecutors office assumes duties relating to district attorneys that current law assigns to the Department of Administration, such as preparing a budget for all of the prosecutorial units, approving appointments of special prosecutors when needed, and making requests for assistant district attorneys in certain prosecutorial units.

NOW, THEREFORE, BE IT RESOLVED, that the Sense of the Brown County Board of Supervisors is that 2019 Senate Bill 460 and 2019 Assembly Bill 513 should be passed and enacted into law, and the Brown County Clerk shall forward this resolution to Brown County's State Legislative Delegation and Governor for consideration.

12

Fiscal Note: This 'Sense of the Board' resolution does not require an appropriation from the General Fund. The mailing cost to carry out this resolution is \$5.98, and is within the existing 2020 Budget.

Respectfully submitted,

EXECUTIVE COMMITTEE

Approved By:

Troy Streckenbach
COUNTY EXECUTIVE

Date Signed: _____

20-010R

Authored by: Corporation Counsel at Request of Executive Committee

Approved by: Corporation Counsel

BOARD OF SUPERVISORS ROLL CALL # _____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
SIEBER	1				
DE WANE	2				
NICHOLSON	3				
HOYER	4				
GRUSZYNSKI	5				
LEFEBVRE	6				
ERICKSON	7				
BORCHARDT	8				
EVANS	9				
VANDER LEEST	10				
BUCKLEY	11				
LANDWEHR	12				
DANTINNE, JR	13				

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
BRUSKY	14				
BALLARD	15				
KASTER	16				
VAN DYCK	17				
LINSEN	18				
KNEISZEL	19				
DESLAURIERS	20				
TRAN	21				
MOYNIHAN, JR.	22				
SUENNEN	23				
SCHADEWALD	24				
LUND	25				
DENEYS	26				

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

HUMAN RESOURCES

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 01-03-2020
REQUEST TO: Executive Committee and County Board
MEETING DATE: 01-06-2020 & 01-15-2020, Respectively
REQUEST FROM: David Hemery
Corporation Counsel

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: **'SENSE OF THE BOARD' RESOLUTION SUPPORTING PASSAGE OF 2019
SENATE BILL 460 AND 2019 ASSEMBLY BILL 513 TO CREATE AN
INDEPENDENT PROSECUTOR BOARD**

ISSUE/BACKGROUND INFORMATION:

Resolution supporting prompt action/passage of WI Senate and Assembly Bills.

ACTION REQUESTED:

For Consideration.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$5.98
2. Is it currently budgeted? ☐ Yes ☐ No ☐ N/A (if \$0 fiscal impact)
 - a. If yes, in which account?
 - b. If no, how will the impact be funded? This 'Sense of the Board' resolution does not require an appropriation from the General Fund. The mailing cost to carry out this resolution is \$5.98, and is within the existing 2020 Budget.
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

Fiscal Estimate Narratives

DA 11/6/2019

LRB Number 19-4367/1	Introduction Number SB-460	Estimate Type Original
Description creation of a prosecutor board and a state prosecutors office and making an appropriation		

Assumptions Used in Arriving at Fiscal Estimate

This bill creates an independent prosecutor board that oversees and sets policies for a state prosecutors office, also created in this bill. Under this bill, the executive director of the state prosecutors office manages the office; prepares personnel policies, fiscal estimates, and an annual report; and represents the board before the governor, the legislature, bar associations, and courts. The executive director may also identify methods and practices for district attorneys that promote professional competence and ethical practices. Under this bill, the state prosecutors office assumes duties relating to district attorneys that current law assigns to the Department of Administration, such as preparing a budget for all of the prosecutorial units, approving appointments of special prosecutors when needed, and making requests for assistant district attorneys in certain prosecutorial units.

--

Responsive District Attorneys did not anticipate a fiscal effect on their offices resulting from this proposed legislation.

Long-Range Fiscal Implications

Responsive District Attorneys do not anticipate long-range fiscal impacts to their offices resulting from this proposed legislation.

January 15, 2020

AN ORDINANCE TO CREATE CHAPTER 15 OF THE BROWN COUNTY CODE OF ORDINANCES ENTITLED "REDISTRICTING PROCEDURE"

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 - Chapter 15 of the Brown County Code of Ordinances is hereby created as follows:

CHAPTER 15
(Revised 01-15-2020)
REDISTRICTING PROCEDURE

15.01 Purpose. The purpose of this Chapter is to regulate Redistricting Procedure in Brown County. Brown County citizens believe in the idea of free and fair elections, and that freedom from undue influence through the act known as "gerrymandering" is essential to those ends. The County Board believes the creation of political districts is best handled without undue partisan or personal influence, and that currently elected Supervisors, officials, and/or political parties should be prevented from unduly influencing this process to the greatest extent possible.

15.02 CITIZENS DRAFTING AD HOC COMMITTEE. A Citizens Drafting Ad Hoc Committee shall be created. The County Board Chair shall appoint 5 members of the public to sit on the Committee, subject to confirmation by the County Board. Members of the Committee must not be dues paying members of a political party or hold elected office at the time of appointment or during their tenure as a member of the Committee.

15.03 STAFF DRAFTING AD HOC COMMITTEE. A Staff Drafting Ad Hoc Committee shall be created. The County Board Chair and County Executive shall unanimously appoint 3 staff members of the County Planning Department to the Committee. Members of the Committee must not be dues paying members of a political party or hold elected office at the time of appointment or during their tenure as a member of the Committee. The Staff Drafting Ad Hoc Committee may provide technical expertise to the Citizens Drafting Ad Hoc Committee as needed and as schedules allow. Only one staff member is required to participate in the drafting, but all three members must approve of the final maps.

15.04 MAPPING DIRECTIVES. The following criteria should be considered by both Committees while drafting new district maps: Equal Population; Contiguity; Compactness; Municipal Boundaries; Natural Boundaries (e.g., the Fox River); and Communities of interest, which may include Rural vs. Urban interests, Racial and Ethnic groups (defined as any racial, ethnic, cultural, or language minority group which is underrepresented in local elected office), and Formal Neighborhood Associations within any municipalities.

15.05 PROHIBITION IN MAPPING CONSIDERATIONS. Neither Committee may give any consideration to whether any map favors or disfavors any incumbent or potential candidate. Locations of current Supervisor residences should not be taken into consideration when drafting new maps.

15.06 DRAFTING PROCEDURE. Upon the release of the necessary census data, the two Committees shall each produce two maps within 30 days. The Staff Drafting Ad Hoc Committee shall send its completed maps to the Citizens Drafting Ad Hoc Committee. The Citizens Drafting Ad Hoc Committee shall send all four maps to the County Board Chair, and shall select one of the four maps to recommend to the County Board Chair.

15.07 VOTING PROCEDURE. Upon receipt of the four maps, the County Board Chair must have an agenda item for action on or before the next scheduled County Board meeting for

all four maps. The recommended map put forward by the Citizens Drafting Committee must be voted on prior to voting on any of the three alternatives maps. If all four maps fail to pass, the County Board may then draft its own maps as desired.

15.08 ELECTED OFFICIALS BEHAVIOR. Elected officials are forbidden from consulting with or discussing with the Citizens Drafting Committee or the Staff Drafting Committee any aspect of redistricting between the time of appointment and the time during which the final four recommendations are received from the Citizens Drafting Committee. A non-exhaustive list of examples includes topics such as specific maps, recommendations, objectives, or goals. It is intended that this moratorium of communication be interpreted as broadly as possible. Elected officials should refrain from such behavior in both private and public discourse, until such time as the maps are officially submitted for board consideration. Violation of this moratorium on discussion may result in referral to the Ethics Committee.

Section 2 - This ordinance shall become effective upon passage and publication pursuant to law.

Respectfully submitted,

EXECUTIVE COMMITTEE

Approved By:

COUNTY EXECUTIVE (Date)

COUNTY CLERK (Date)

COUNTY BOARD CHAIR (Date)

20-0110

Authored by: *Aaron Linssen, County Board Supervisor; Citizens Redistricting Advisory Sub-Committee; and Edited by Dave Hemery, Corp Counsel, at the direction of the Executive Committee*

Approved by: *Corporation Counsel*

Fiscal Note: Fiscal estimate was not provided to the Department of Administration to determine a fiscal note.

BOARD OF SUPERVISORS ROLL CALL # _____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
SIEBER	1				
DE WANE	2				
NICHOLSON	3				
HOYER	4				
GRUSZYNSKI	5				
LEFEBVRE	6				
ERICKSON	7				
BORCHARDT	8				
EVANS	9				
VANDER LEEST	10				
BUCKLEY	11				
LANDWEHR	12				
DANTINNE, JR	13				

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
BRUSKY	14				
BALLARD	15				
KASTER	16				
VAN DYCK	17				
LINSSEN	18				
KNEISZEL	19				
DESLAURIERS	20				
TRAN	21				
MOYNIHAN, JR.	22				
SUENNEN	23				
SCHADEWALD	24				
LUND	25				
DENEYS	26				

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

HUMAN RESOURCES

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 01-03-2020
REQUEST TO: Executive Committee and County Board
MEETING DATE: 01-06-2020 & 01-15-2020, Respectively
REQUEST FROM: David Hemery
Corporation Counsel
REQUEST TYPE: ☐ New resolution ☐ Revision to resolution
☒ New ordinance ☐ Revision to ordinance

TITLE: **AN ORDINANCE TO CREATE CHAPTER 15 OF THE BROWN COUNTY
CODE OF ORDINANCES ENTITLED "REDISTRICTING PROCEDURE"**

ISSUE/BACKGROUND INFORMATION:

Ordinance establishing redistricting procedures.

ACTION REQUESTED:

For Consideration.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? *\$Fiscal estimate was not provided to the Department of Administration to determine a fiscal note.*
2. Is it currently budgeted? ☐ Yes ☐ No ☐ N/A (if \$0 fiscal impact)
 - a. If yes, in which account?
 - b. If no, how will the impact be funded?
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED